

18M5-KAP

After Recording Return To:
North American Savings Bank, F.S.B.
903 E. 104th Street, Suite 400
Kansas City, Missouri 64131
Attention: Commercial Lending

~ Tax Parcel Nos. 64759

(Above Space Reserved for Recording Information)

Indexing Instructions:

Document Title: Deed of Trust, Assignment of Rents and Leases and Security Agreement

Document Date: March 26, 2025

Grantor Name: PWC Manti, LLC
1835 South Highway 89
Perry, Utah, 84302

Grantee Name: North American Savings Bank, F.S.B.
903 E. 104th Street, Suite 400
Kansas City, Missouri 64131

Legal Description: See Exhibit A

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

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Security Instrument") is executed on the 26 day of March, 2025, by **PWC MANTI, LLC**, a Utah limited liability company ("Grantor"), whose address is 1835 South Highway 89, Perry, Utah, 84302, to Cottonwood Title Insurance Agency, Inc., 1996 East 6400 South, #120, Murray, Utah 84121 ("Trustee"), as trustee for the benefit of **NORTH AMERICAN SAVINGS BANK, F.S.B.**, with offices at 903 E. 104th Street, Suite 400, Kansas City, Missouri 64131 ("Lender").

A POWER OF SALE HAS BEEN GRANTED IN THIS SECURITY INSTRUMENT. A POWER OF SALE MAY ALLOW LENDER TO TAKE THE PREMISES AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY GRANTOR UNDER THIS SECURITY INSTRUMENT.

THIS INSTRUMENT SHALL ALSO BE EFFECTIVE AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT FILED AS A FIXTURE FILING.

Recitals

The following recitals are a material part of this instrument:

Grantor is the owner of certain real property located in Sanpete County, Utah, legally described in **Exhibit A** attached to this Security Instrument (the "Premises").

Grantor has obtained a loan from Lender and to evidence said loan Grantor has executed and delivered to Lender its Promissory Note of even date herewith, in the amount of **One Million Seven Hundred Thousand and no/100th Dollars (\$1,700,000.00)** (the "Note"). The Note is payable to Lender at the address described above or at such other place as Lender may designate from time to time in writing, with interest as therein provided payable in accordance with the terms of the Note.

Lender has required as a condition of its acceptance of the Note that Grantor secure the Note by this Security Instrument.

The indebtedness evidenced by the Note is and/or may be further evidenced and secured by other documents and instruments. The Note, this Security Instrument that certain Construction Loan Agreement of even date herewith between Grantor and Lender (the "Loan Agreement"), and all other documents and instruments now or hereafter evidencing and/or securing the Obligations (defined below), or any of them, are sometimes collectively referred to in this Security Instrument as the "Loan Documents". All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

The total indebtedness and liabilities to be secured by this Security Instrument amount to the sum of the following:

- (i) the principal amount of indebtedness evidenced by the Note, including future advances of said principal amount; plus

(ii) interest on such principal amount as is provided in the Note and/or in the other Loan Documents; plus

(iii) all other amounts and indebtedness, liabilities, and obligations arising under the Note, this Security Instrument, or any of the other Loan Documents (including advances to protect the security of and costs of enforcement under the Note, this Security Instrument or the other Loan Documents), as the same may be amended, modified or supplemented or the maturity thereof may be extended or renewed, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Security Instrument, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs; plus

(iv) the performance of the covenants and agreements of Grantor herein contained or contained any other Loan Documents, including without limitation, that certain Construction Loan Agreement dated as of even date herewith by Grantor and Lender (the "Construction Loan Agreement"); plus

(v) any and all indebtedness, obligations and liabilities of any kind of Grantor to Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

All such amounts described in clauses (i)-(v) above and the other nonmonetary obligations of Grantor contained in the Loan Documents are referred to collectively in this Security Instrument as the "Obligations".

The total principal amount of Obligations secured by this Security Instrument, excluding accrued interest (whether or not added to principal) and costs, fees and charges and further excluding advances by Lender for the purposes authorized by this Security Instrument shall not exceed **One Million Seven Hundred Thousand and no/100th Dollars (\$1,700,000.00)**.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, and to secure the punctual payment by Grantor when due, whether at stated maturity, by acceleration or otherwise of the Obligations and the performance and observance of all other covenants, obligations and liabilities of Grantor under the Note, this Security Instrument and the other Loan Documents, Grantor has and does hereby grant, bargain, sell, mortgage, warrant, convey, remise, release, assign, transfer, grant a security interest in, set over, deliver and confirm unto the Trustee (and, where the nature of any of the following property requires a grant directly to Lender to create a valid and enforceable security interest, unto Lender) and its substitutes, successors and assigns upon the terms and conditions of this Security Instrument, with power of sale as provided herein, the real property and other property described in Granting Clauses First through Fourth below. All of such real property and other property shall be deemed included in all references to the "Premises" in this Security Instrument.

GRANTING CLAUSES

All of the estate, right, title and interest of Grantor in, to and under or derived from the following, whether now owned or hereafter acquired, including all products and proceeds thereof and additions and accessions thereto:

FIRST
Land

All those certain lot(s), piece(s) or parcel(s) of land more particularly described in **Exhibit A**, located in the State of Utah (the "State") and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights, privileges, royalties and appurtenances to said land, now or hereafter belonging or in any way appertaining thereto, including any such right, title, or interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or with said land, and all claims or demands of Grantor, either at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter sometimes collectively called the "Land").

SECOND
Improvements and Fixtures

All buildings, structures, facilities, fixtures and other improvements now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind or nature now or hereafter owned by Grantor and located on the Land or attached to, contained in, or used in any such buildings, structures, facilities or other improvements and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Grantor or in which Grantor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "Improvements").

THIRD
Tangible Personal Property

All building materials, fittings, appliances, equipment, machinery and articles of tangible personal property affixed to, attached to, placed upon, stored at, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Land and Improvements (all of the foregoing hereinafter collectively called the "Equipment").

FOURTH
Other Personal Property

All accounts, goods, documents, instruments, contract rights, chattel paper and general intangibles related to the Land, the Improvements, and the Equipment, including without limitation interests arising from leases, purchase agreements or other contracts covering real or personal property, tax refunds or claims therefor, warranty or guaranty claims, condemnation awards or proceeds, security interests or other security or collateral, all other personal property of any kind or nature or any right, title or interest therein, all plans and specifications for the Improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service

and other contracts, and all other documents of whatever kind or character relating to the use, construction upon, occupancy, leasing, sale, purchase or operation of the Premises.

If any of the property described in the Granting Clauses is deemed to be personal property rather than a part of or permanently affixed to the Land or Improvements, this Security Instrument shall also constitute a security agreement with respect to such personal property executed by Grantor as debtor in favor of Lender as Secured Party. Upon the occurrence of an Event of Default, Lender may elect:

(i) to proceed under and have all the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code of the State ("Uniform Commercial Code") and any other applicable law, or

(ii) to proceed as to both the real property and the personal property described in the Granting Clauses in accordance with Lender's rights and remedies in respect of the real property encumbered by this Security Instrument, whereupon at any foreclosure sale conducted pursuant to this Security Instrument the Trustee or Successor Trustee acting hereunder may offer the real and personal property together as part of the same sale, with bids to be taken on the whole of the real and personal property rather than separately.

TO HAVE AND TO HOLD THE SAME, together with all the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto Trustee and his successors, substitutes and assigns, in trust for the benefit of Lender, with all POWERS OF SALE AND STATUTORY RIGHTS, and for the use and purposes hereinafter set forth; and subject to the following terms, conditions and uses, Grantor covenants and agrees with Trustee and Lender, the substitutes of Trustee and the assigns of Trustee and Lender, as follows:

ARTICLE I Representations and Warranties of Grantor

1.01. Title. Grantor represents, warrants, covenants and agrees that it is the lawful owner of the Premises and that it has good right and lawful authority to mortgage, convey, assign and pledge the same as provided herein; that it has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its estate or interest in and title to the Premises shall or may be impaired or changed or encumbered in any manner whatsoever; that it does warrant and will defend the title to the Premises against all claims and demands whatsoever; and that it will do, execute, acknowledge and deliver all and every further act, deed, conveyance, transfer and assurance necessary or proper for the carrying out more effectively of the purpose of this Security Instrument, including without limitation the preparation, execution and filing of any documents, such as financing statements and continuation statements, deemed advisable by Lender for maintaining its lien on any property included in the Premises.

1.02. Lien. Grantor hereby represents and warrants that the lien created by this Security Instrument is a first lien on the Premises, and Grantor agrees to keep the Premises and the rights, privileges and appurtenances thereto free from all lien claims of every kind whether superior, equal, or inferior to the lien of this Security Instrument, and if any such lien be filed, Grantor, within twenty (20) days after such filing, shall cause the lien to be discharged by payment, bonding, or otherwise to the

satisfaction of Lender. Grantor further agrees to protect and defend the title and possession of the Premises so that this Security Instrument shall be and remain a lien thereon until the Obligations are fully paid or if foreclosure sale be had hereunder so that the purchaser at said sale shall acquire good title free and clear of all liens and encumbrances.

1.03. Authority. Grantor hereby represents and warrants to Lender that:

(A) Grantor

(i) is duly organized, validly existing and in good standing under the laws of the state of its formation;

(ii) has the power and authority to own its properties and to carry on its business now being conducted; and

(iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(B) The execution, delivery and performance by Grantor of this Security Instrument and all other Loan Documents and the borrowing evidenced by the Note:

(i) are within the powers of Grantor;

(ii) have been duly authorized by all requisite action; and

(iii) will not violate any provision of law, any order of any court or other agency of government.

(C) This Security Instrument, the Note, and all other Loan Documents constitute legal, valid and binding obligations of Grantor and the other obligors named therein, if any, in accordance with their respective terms.

(D) Neither the execution and delivery of this Security Instrument, the Note and the other Loan Documents, nor the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Security Instrument, the Note and the other Loan Documents, conflicts with or will result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Grantor is now a party or by which it is bound.

1.04. Certificates and Permits. Grantor hereby represents, warrants and covenants that it has or will have, and will maintain in effect all necessary certificates, licenses, authorizations, registrations, permits and/or approvals necessary for the operation of all or any part of the Premises. All required zoning ordinance, building codes, land use, environmental and other similar permits or approvals are in full force and effect and are not subject to any revocation, amendment, release, suspension, or forfeiture as of the date hereof, and the present and contemplated use and/or occupancy of the Premises do not conflict with or violate any of the same, or are not legal non-conforming uses. Grantor, promptly upon request by Lender, shall deliver to Lender copies of all of the same.

1.05. Utilities; Roads; Damage. Grantor hereby represents and warrants the Premises are:

- (A) accessible to and served by all utilities required for the present and contemplated use thereof;
- (B) contiguous to and served by a dedicated public road which has been completed and accepted by the relevant public authorities, and which provides legal and physical access, ingress and egress to and from the Premises required for the present and contemplated use thereof; and
- (C) free from material defect or damage caused by fire or other casualty.

1.06. Litigation and Related Matters. Grantor hereby represents and warrants there are no actions, suits or proceedings pending or, to the knowledge of Grantor, threatened against or affecting Grantor or the Premises, at law, in equity, or before any governmental agency or other entity, wherein more than \$10,000.00 is in controversy or which, individually or in the aggregate, have or may have a material adverse effect on Grantor or the Premises, or may cause a material adverse change in the financial condition, conduct of business or normal operations of Grantor. Grantor has no knowledge of any default by it under any law, rule or regulation of any governmental entity that would cause any such change.

1.07. Hazardous Substances. Grantor hereby warrants, represents, covenants and agrees that:

- (A) No hazardous or toxic materials, wastes or substances that are defined, determined or identified as such in any federal, State or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of such laws, rules or regulations, including but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or chemical waste, have been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to accumulate or escape upon the Premises.
- (B) No asbestos or asbestos-containing materials have been installed, used, incorporated into, or disposed of on the Premises.
- (C) No polychlorinated biphenyls are located on or in the Premises, whether contained or incorporated in electrical transformers, fluorescent light fixtures or other equipment or otherwise.
- (D) No underground storage tanks have been or shall be located on the Premises.
- (E) No investigation, administrative proceeding, litigation or other undertaking involving any of the substances described in this Section 1.07 is now pending or threatened by any government department or agency having jurisdiction over the Premises with respect to said substances, or by any other person.
- (F) The Premises and the operations thereon are and will be in compliance with all applicable State, federal and local laws, ordinances, and regulations concerning toxic and/or hazardous substances. Grantor has received no notice from any individual, governmental department or agency, administrative tribunal or court claiming any violation of any of the foregoing laws, ordinances or regulations or demanding payment of damages or contributions for costs of cleaning up any of said

substances, and Grantor shall, immediately upon receipt of any such oral or written notice inform Lender thereof and furnish to Lender a copy of any such written notice.

(G) Grantor has undertaken all appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial practice in an effort to minimize Grantor's liability under applicable environmental and public health and related laws and regulations.

1.08. Handicapped Access.

(A) Grantor agrees that the Premises shall at all times after the issuance of a Certificate of Occupancy for the Premises, comply to the extent applicable with the requirements of the Americans with Disabilities Act of 1990, all State and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto (including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities) (collectively, as the same may be amended, modified or supplemented from time to time, the "Access Laws").

(B) Notwithstanding any provisions set forth herein or in any other document regarding Lender's approval of alterations of the Premises, Grantor shall not alter the Premises in any manner which would materially increase Grantor's responsibilities for compliance with the applicable Access Laws without the prior written approval of Lender. The foregoing shall apply to tenant improvements constructed by Grantor or by any of its tenants. Lender may condition any such approval upon receipt from Grantor of a certificate of Access Law compliance from an architect, engineer, or other person acceptable to Lender or other reasonably satisfactory evidence of compliance.

(C) Grantor agrees to give prompt notice to Lender of the receipt by Grantor of any complaints related to violations of any Access Laws received from governmental authorities or involving a threat of litigation and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

(D) Grantor shall protect, defend, indemnify and save harmless Lender from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Lender by reason of any failure of the Premises to comply with any Access Laws.

ARTICLE II
Covenants of Grantor

2.01. General Covenants.

(A) **Payment of Obligations.** Grantor will punctually pay when due the Obligations, and will perform and observe all of its obligations under this Security Instrument. If any portion of the indebtedness intended to be secured hereby cannot be lawfully secured by the lien of this Security Instrument on the Premises, it is agreed that all payments made on said indebtedness shall be applied first to discharge that portion of said indebtedness.

(B) Compliance with Other Requirements. Grantor will perform and observe all of the obligations of Grantor and any other obligor as set forth in the Note, this Security Instrument and all other Loan Documents.

(C) Further Assurances. Grantor will, upon Lender's request, (i) promptly correct any defect, error or omission which may be discovered in the execution, acknowledgment or recordation of this Security Instrument, the Note or any other Loan Document, and (ii) promptly do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, mortgages, deeds of trust, assignments, estoppel certificates, notices of assignment, transfers, certificates, assurances and other instruments as Lender may reasonably require from time to time in order to effectuate the purpose of this Security Instrument, to subject to the lien and security interest hereby created any of Grantor's properties, rights or interests, to perfect and maintain said lien and security interest, and to convey, grant, assign, transfer and confirm unto Trustee or Lender, as applicable, the rights granted to Lender (or to Trustee for the benefit of Lender) hereunder or under any other instrument executed in connection with this Security Instrument.

(D) Filing and Recording. Grantor will, upon Lender's request, promptly record and rerecord, file and refile and register and reregister this Security Instrument and every other instrument in addition to or supplemental thereto that shall be required by law in order to perfect and maintain the validity, effectiveness and priority of this Security Instrument and the lien and security interest intended to be created hereby, or proceeds of the Premises, in such manner and places and within such times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Lender. Grantor will furnish to Lender evidence satisfactory to Lender of every such recording, filing or registration. Grantor authorizes Lender to file financing statements, continuations, and amendments thereto describing the personal property granted as collateral security herein and containing any other information required by the Uniform Commercial Code in such form and substance as Lender, in its sole discretion, may determine.

(E) Protection of Lien; Defense of Action. If the lien, security interest, validity or priority of this Security Instrument, or if title or any of the rights of Grantor, Trustee or Lender in or to the Premises, shall be endangered or questioned, or shall be attacked directly or indirectly, or if any action or proceeding shall be instituted against Grantor or Lender with respect thereto, or if any defect shall be claimed to exist therein, Grantor will promptly notify Lender thereof and will diligently challenge or attempt to cure such claimed defects and will take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel, the prosecution or defense of litigation and, subject to Lender's approval, the compromise, release or discharge of any and all adverse claims. Lender (whether or not named a party to such actions or proceedings) is hereby authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for protection of its interests in connection with the defense of any such action or proceeding or the protection of the lien, security interest, validity or priority of this Security Instrument or of such title or rights, including the employment of counsel of Lender's choice, the prosecution or defense of litigation, the compromise, release or discharge of such adverse claims, the purchase of any tax title and the removal of prior liens and security interests. Grantor shall, on demand, reimburse Lender for all reasonable expenses (including attorneys' fees, court costs, and other legal expenses) incurred by Lender in connection with the foregoing matters.

(F) Maintenance. Grantor will cause the Premises and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition (reasonable wear and tear

excepted), will abstain from and not permit the commission of waste in or about the Premises, and will comply with all laws and regulations of any governmental authority with reference to the Premises and the manner of using or operating the same, and with all restrictive covenants, if any, affecting the title to the Premises, or any part thereof. Grantor also will from time to time make all necessary and proper repairs, renewals, replacements, additions and betterments to the Premises, so that the value and efficient use thereof shall be fully preserved and maintained and all of the above laws and regulations shall be complied with. Grantor will not otherwise make any material modifications to the Premises without the written consent of Lender. Grantor agrees not to remove from the Premises any of the fixtures or equipment included in the Premises unless the same are immediately replaced with like property of at least equal value. Lender shall be entitled to enter the Premises at reasonable times and upon reasonable notice to Grantor to inspect the Premises and to otherwise ensure that Grantor is complying with its covenants set forth herein.

(G) Real Estate Taxes, Other Governmental Charges, Liens and Utility Charges.

(i) Grantor shall, before any penalty attaches thereto, pay and discharge or cause to be paid and discharged all taxes, assessments, utility charges and other governmental charges imposed upon or against the Premises and will not suffer to exist any mechanic's, statutory or other lien on the Premises unless expressly consented to by Lender in writing.

(ii) Grantor shall not be required to pay or discharge any tax, assessment, governmental charge or lien so long as the Grantor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof from, and the sale of, the Premises, or any part thereof, to satisfy the same; provided that: (1) the Grantor shall have deposited with the Lender such reasonable security as may be demanded by the Lender to insure payment and prevent any sale or forfeiture of any part of the Premises by reason of nonpayment; (2) neither the Premises nor any part thereof or interest therein would be in any danger, deemed substantial by the Lender, of being sold, forfeited, or lost; (3) the Lender would not be in any danger, deemed substantial by the Lender, of any civil or criminal liability for failure to comply therewith; and (4) the Grantor notifies the Lender, in writing, of such contest. Any such contest shall be prosecuted with due diligence and the Grantor shall promptly notify the Lender after the final determination thereof and shall pay the amount of any such tax, assessment, governmental charge or lien, together with all interest, penalties and other costs payable in connection therewith. Notwithstanding the foregoing, Grantor may contest any tax, assessment, or governmental charge without providing notice to Lender, provided that Grantor has paid such tax, assessment or governmental charge to the appropriate authority.

(H) Insurance. Grantor shall procure and maintain continuously in effect with respect to the Premises policies of insurance against such risks and in such amounts as are required by Lender, and with deductible amounts as approved by Lender. To the extent it can, Grantor hereby assigns to the Lender, as further security, all unearned premiums on any insurance policies and renewals described in this Security Instrument. In the event of the foreclosure of this Security Instrument or any other transfer of title to the Premises in extinguishment of the Obligations and other sums secured hereby, all right, title and interest of the Grantor in and to all insurance policies and renewals thereof then in force

shall pass to the purchaser or grantee. Without limiting the generality of the foregoing provision, Grantor shall specifically maintain the following insurance coverages:

- (i) Builders Risk and Workers Compensation insurance during any construction of the Project (as defined in the Construction Loan Agreement).
- (ii) Direct damage insurance covering at least the risk of loss from Fire, Extended Coverage Perils and Vandalism and Malicious Mischief, on a replacement cost basis in an amount equal to the full insurable value thereof, but in any event not less than the total amount of the Obligations ("full insurable value" shall include the actual replacement cost of all buildings and improvements and the contents therein, without deduction for depreciation, architectural, engineering, legal and administrative fees). The policies required by this paragraph shall be either subject to no co-insurance clause or contain an agreed amount endorsement and may include a provision for a deductible amount acceptable to Lender.
- (iii) General liability insurance covering injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Premises or any part thereof, in the maximum amounts required by any lease affecting any part of the Premises, but in no event less than **One Million and No/100th Dollars (\$1,000,000.00)** for death of or personal injury to any one person, **Two Million and No/100th Dollars (\$2,000,000.00)** for all personal injuries and deaths resulting from any one accident, and **Three Hundred Thousand and No/100th Dollars (\$300,000.00)** for property damage in any one accident, provided that the requirements of this paragraph with respect to the amount of insurance may be satisfied by an excess coverage policy.
- (iv) Business interruption or loss of rental income insurance in an amount adequate to pay the installments of interest and principal due on the Note and to cover escrow payments required hereunder for a period of not less than twelve (12) months after the date of damage to or destruction of the Premises.
- (v) Insurance against such other casualties and contingencies, including flood insurance, as Lender may from time to time require, all in such forms and amounts as may be reasonably satisfactory to Lender.
- (vi) All insurance provided for herein shall be effective under a valid and enforceable policy or policies issued by an insurer approved by Lender. All policies of insurance shall be written in the names of Grantor and Lender as their respective interests may appear. These policies shall provide that the proceeds of such insurance shall be payable to Lender pursuant to a mortgagee clause in form and substance satisfactory to Lender to be attached to each policy, which clause shall also contain a provision that the insurer shall not cancel, refuse to renew or materially modify the policy without giving written notice to Lender at least thirty (30) days before the cancellation, non-renewal or modification becomes effective. Grantor shall deposit with Lender policies evidencing all such insurance and a certificate or certificates of the respective insurers stating that such insurance is in

force. At least seven (7) days prior to the date the premiums on each policy shall become due and payable, Lender shall be furnished with proof reasonably satisfactory to it of Grantor's payment of the same. Before the expiration of any policy of insurance herein required, Grantor shall furnish Lender with evidence satisfactory to Lender that the policy has been renewed or replaced by another policy conforming to the provisions of this Section or that there is no necessity therefor under the terms hereof.

(vii) If Grantor fails to comply with any of the terms, covenants and conditions herein with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Premises in repair, or any other term, covenant or condition herein contained, Lender may, but shall not be obligated to, make advances to perform the same and, where necessary, enter the Premises for the purpose of performing any such term, covenant or condition. Grantor agrees to repay all sums so advanced upon demand, with interest at the Default Rate provided for in the Note. All sums so advanced, with interest, shall be secured hereby and, at Lender's election, shall have priority over the rest of the Obligations, but no such advance shall be deemed to relieve Grantor from any default hereunder.

(viii) UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

(I) Use of Premises. Grantor shall comply with all restrictions affecting the Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, State or local) which may now or hereafter exercise any power of regulation or supervision over Grantor or the Premises, whether the same concerns the erection, repair, manner of use or structural alteration of buildings or improvements or any other matter.

(J) Sale, Encumbrance and Leases. Any of the following acts or occurrences shall constitute an Event of Default under this Security Instrument and all other Loan Documents unless

Lender's separate prior written consent (which consent may be granted or withheld by Lender with or without cause and in Lender's sole and absolute discretion) is obtained for each such act or occurrence:

- (i) If Grantor sells, conveys, transfers or further encumbers the Premises or any part thereof or any interest therein (whether legal, equitable, or beneficial), whether voluntarily, by gift, bequest, operation of law, merger, or in any other manner.
- (ii) If Grantor, in a single transaction or a series of transactions, sells, transfers or redeems, or permits the sale, transfer or redemption of, any ownership interest in Grantor which would individually or cumulatively result in a change in voting control of Grantor.
- (iii) If Grantor sells, transfers or assigns any of its profits or losses, or if any member, partner or shareholder of Grantor sells, transfers or assigns its rights to any profits, losses or distributions of or from Grantor.
- (iv) If any Guarantor (defined below) shall cease to be a Manager of Grantor or shall fail to maintain management control over Grantor.
- (v) Upon or at any time after any such act or occurrence without such written consent of Lender, Lender may accelerate the Obligations hereby and/or pursue any or all other rights and remedies provided herein and in the other Loan Documents in such order and manner as Lender may elect from time to time without notice to Grantor or any other person.

2.02. Zoning; Title Matters. Grantor will not, without Lender's express prior written consent:

- (A) initiate or support any zoning reclassification of the Premises or seek any variance under existing zoning ordinances applicable thereto;
- (B) impose any restrictive covenants or any other encumbrance upon the Premises, execute or file any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality; or
- (C) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement by prescription.

2.03. Escrows. Grantor shall deposit with Lender, upon Lender's request, a sum sufficient to provide for payment of the annual charges for real estate taxes, including special assessments and any other charges against the Premises by governmental or quasi-governmental bodies (collectively, "Taxes") and annual insurance premiums on all policies required in Section 2.01(H) hereof (collectively, "Premiums") affecting the Premises, both as estimated by Lender, and thereafter Grantor shall deposit with Lender, together with and in addition to the monthly payments of principal and interest provided for in the Note, one-twelfth (1/12th) of the annual amount of said Taxes and one-twelfth (1/12th) of the annual amount of said Premiums, both as estimated by Lender, to be held by Lender and used to pay said Taxes and Premiums when the same fall due. In addition to the monthly

escrow payments required above, Lender may require that Grantor deposit with Lender from time to time, funds in an amount sufficient to maintain with Lender an additional escrow balance in an amount not to exceed one-sixth (1/6th) of the annual Taxes plus one-sixth (1/6th) of the annual Premiums, both as estimated by Lender, and Grantor agrees to deposit such funds with Lender within five (5) days after Lender's request. If at any time Lender estimates that the funds held for such purposes are insufficient, Grantor shall upon demand pay such additional sums as Lender shall determine to be necessary to cover the next required payments for both Taxes and Premiums. Upon and during the continuance of an Event of Default hereunder, Lender may, at its option, apply the amounts described in this Section to the Obligations in such manner as Lender may elect, and Grantor shall immediately reimburse Lender for the amounts so applied. No interest shall accrue to Grantor upon any sums deposited with Lender pursuant to this section. Grantor grants Lender a lien on and security interest in any account established with Lender, and all proceeds thereof. Lender agrees to waive the foregoing escrow requirements during the term of the Note so long as:

- (i) Grantor's tenant is obligated to pay all Taxes and Premiums under its lease with Grantor;
- (ii) Grantor promptly provides to Lender evidence satisfactory to Lender, and in such form and at such times as Lender may request, that all Taxes and Premiums have been timely paid when due; and
- (iii) no Event of Default has occurred hereunder or under any other Loan Document.

2.04. Damage and Destruction. In the event of any damage to or loss or destruction of the Premises, Lender, at its option, may adjust or compromise any loss under any insurance policies on the Premises, Lender, may collect and receive the proceeds thereof, and any sums received by Lender by reason of such loss or damage may be retained by Lender and applied wholly or in part toward the payment of the Obligations (without relieving Grantor of its obligation to make the regular payments called for in the Note until the indebtedness secured thereby is fully paid), or at Lender's sole option such sums may be paid over wholly or in part to Grantor, on such terms and conditions as Lender may impose, to be used to repair, replace or rebuild the Premises or any part thereof or for any other purpose or object satisfactory to Lender, without affecting the lien of this Security Instrument for the full amount secured hereby. Lender shall not be responsible for any failure to collect the proceeds due under the terms of any insurance policy. If the Premises or any part thereof is damaged by fire or any other cause, Grantor shall give immediate written notice of the same to Lender.

2.05. Condemnation.

(A) Grantor, immediately upon obtaining knowledge of any pending or threatened institution of any proceedings for the condemnation of the Premises or the exercise of any right of eminent domain over the Premises, shall notify Lender of the same. Lender may participate in any such proceedings, and Grantor shall execute and deliver to Lender all documents reasonably requested by Lender to permit such participation. Grantor shall, at its own expense, diligently prosecute any such proceedings, deliver to Lender copies of all papers served in connection therewith and consult and cooperate with Lender, its attorneys and agents, in the conduct and defense of such proceedings. No settlement of any such proceeding shall be made by Grantor without Lender's consent.

(B) If all or any part of the Premises are damaged or taken, either temporarily or permanently, through condemnation or eminent domain (which terms as used herein shall include any damage or taking by any governmental authority, any transfer by private sale in lieu thereof, and the alteration of the grade of any street adjoining or affecting the Premises), the entire Obligations shall, at Lender's option, become immediately due and payable. Lender shall be entitled to all compensation, awards and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in Grantor's name if Grantor fails to enter a timely appearance on its own behalf, any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. All compensation, awards, damages, claims, rights of action and proceeds relating thereto and all rights to the same are hereby assigned by Grantor to Lender, who after deducting therefrom all of its related expenses, including attorneys' fees and expenses and court costs, may release any monies so received by it without affecting the lien of this Security Instrument, or may apply the same in such manner as Lender shall determine to the reduction of the sums secured hereby, and the remaining balance of such monies, if any, shall be paid to Grantor. Grantor agrees to execute such further assignments of any related compensation, awards, damages, claims, rights of action and proceeds as Lender may request. Lender shall not be liable for any failure to exercise the rights granted to it by this Section.

2.06. Taxes and Other Charges.

(A) Grantor will promptly pay all charges, filing, registration and recording fees, levies and taxes (other than income, franchise and doing business taxes) imposed upon Lender or the holders of the Obligations by reason of execution of this Security Instrument or ownership of this Security Instrument or any security instrument supplemental hereto, any security instrument with respect to the Premises or part thereof, or any instrument of further assurance.

(B) If any governmental or quasi-governmental authority having jurisdiction over Grantor, Lender or the Premises hereafter enacts a law deducting from the value of the Premises for the purpose of taxation any lien or security interest thereon, or changing in any way the laws for the taxation of mortgages, deeds of trust or other liens or debts secured thereby, or the manner of collection of such taxes, so as to affect this Security Instrument, any other Loan Document, the Obligations and the holders thereof or Lender, Grantor shall, on demand, pay to Lender or such holders, or reimburse said parties for payment of, all taxes, assessments, charges or liens for which said parties are or may be liable, provided that if any such payment or reimbursement shall be unlawful or would render the Obligations wholly or partly usurious under applicable law, Lender may, at its option, declare the Obligations immediately due and payable or require Grantor to pay or reimburse Lender for payment of the lawful and nonusurious portion thereof.

2.07. Certificates. Grantor, at any time and from time to time within thirty (30) days after Lender's request, shall furnish to Lender a written statement, duly acknowledged, certifying to Lender and/or Lender's designee as to:

- (A) the outstanding amount of the Obligations;
- (B) the terms of payment and maturity date of the Obligations;
- (C) the date to which interest has been paid;

(D) whether, to the best knowledge of Grantor, Grantor or Lender is in default hereunder and whether any offsets or defenses exist against the Obligations, and if any such matters are alleged to exist, a detailed description thereof.

2.08. Financial Statements and Records. Grantor shall furnish and cause any guarantor of the Obligations to furnish all financial statements and information as required pursuant to the terms of the Loan Agreement.

2.09. Protection Concerning Hazardous Substances.

(A) Grantor shall furnish to Lender within five (5) days after Grantor's receipt thereof copies of any notices from any individual, governmental department or agency, administrative tribunal or court claiming any violation of any laws, ordinances or regulations concerning hazardous substances alleged to affect the Premises or to be located thereon, or demanding payment of damages relating thereto or contributions for costs of removing or cleaning up any such substances. Grantor hereby does, and its successors and assigns shall, so long as any portion of the Obligations secured hereby remains unpaid, indemnify Lender and its officers, directors, shareholders, affiliates and participants and hold all such parties harmless from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent decrees and orders, liabilities, costs, expenses and penalties of any kind whatsoever, including claims arising from or relating to injury to persons, property, business operations or natural resources, or to loss of life, in connection with the Premises or activities thereon of Grantor, its predecessors in interest, and/or third parties who may be or may have been present on the Premises with or without a contractual right to enter thereon, and arising from the actual, alleged or threatened disposal, storage, discharge, release, treatment, generation or escape of pollutants or other toxic or hazardous substances upon or otherwise affecting the Premises or from failure to detect, prevent, abate or remedy any prior condition or activity relating to such substances upon or otherwise affecting the Premises. The indemnification set forth herein is in addition to the indemnification set forth in the Environmental Indemnity Agreement of even date herewith executed by Grantor and Ty Barbo and Daniel Neary in favor of Lender.

(B) At any time after the occurrence of any Event of Default hereunder and during the continuance thereof, Grantor shall provide Lender, as soon as possible after Lender's written request therefor, a report from a recognized toxic waste management or environmental testing organization acceptable to Lender, certifying that the Premises are free of toxic or hazardous substances as defined under applicable federal and State laws (or describing any such substances which may be found). At Lender's option, upon reasonable notice given to Grantor, Lender's agents may enter the Premises at all reasonable times to perform any investigations, inspections or tests necessary to establish whether toxic or hazardous substances are located on or otherwise affect the Premises. All of the above-described certifications, investigations, inspections and tests shall be performed at Grantor's cost, and if the costs thereof are not paid by Grantor immediately upon Lender's demand, Lender may advance such costs and add them to the principal balance of the Note. Grantor's failure to pay such costs upon demand shall also constitute an Event of Default hereunder.

2.10 Fixture Filing. From the date of its recording, this Security Instrument shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Grantor as set forth in the first paragraph of this Security Instrument and the name and address of the secured party is the name and address of the Lender as set forth in the first paragraph of this

Security Instrument. The Premises includes goods which are or may become so affixed to real property as to become fixtures.

ARTICLE III Assignment of Rents and Leases

3.01. Assignment. As additional security for the Obligations, Grantor hereby grants, bargains, sells, transfers, assigns and sets over to Lender all right, title and interest of Grantor in and to:

(A) All rents, income, profits, royalties, revenue, rights, deposits (including but not limited to security deposits), proceeds (including but not limited to proceeds payable under any insurance policy relating to the Premises and/or any bond or security relating to construction or reconstruction of the Premises or improvements thereon) and any and all cash collateral derived from the Premises or the use and occupancy thereof, and all proceeds and distributions therefrom accruing to Grantor (collectively the "Rents"), all rights to collect and receive the Rents, whether before or after any Event of Default or foreclosure hereunder and during any period of redemption applicable hereto; and

(B) All existing and future leases, subleases, agreements, contracts, bonds, and other documents demising the Premises or any part thereof or evidencing and/or securing the right to receive the Rents or any part thereof, and all modifications, extensions or renewals of any of the foregoing (collectively, the "Leases"), all rights to enforce the Leases, and the benefits of any and all guaranties of and/or security for the Leases; and

(C) All accounts, contract rights, general intangibles and other personal property or interests in property arising from or relating to any of the foregoing; and

(D) All products and proceeds of all of the foregoing.

All sums collected or received by Lender under the foregoing assignments shall be applied to reduce the Obligations in accordance with the terms and provisions of the Loan Documents. Nothing contained in this Security Instrument shall be construed to bind Lender to the performance of any provisions of any Lease or to impose any liability or obligation upon Lender in connection with the Premises, whether under any Lease or otherwise (including any liability under a covenant of quiet enjoyment contained in any Lease or under applicable law in the event that any tenant shall have been joined as a defendant in any action to foreclose this Security Instrument and shall have been foreclosed of all right, title and interest and all equity of redemption in the Premises), except that Lender shall be accountable for any funds actually received by Lender pursuant to such assignments.

3.02. Present Assignment; License in Absence of Default. The foregoing assignments of Rents and Leases are absolute present assignments and shall be deemed effective to grant full possession of the Premises and full rights to collect the Rents and enforce the Leases without further action or notice, whether or not any Event of Default may exist hereunder from time to time. Provided, however, that Lender hereby grants a license (the "License") to Grantor to collect the Rents as they accrue under the Leases, to retain the Rents as trustee for Lender, and to apply the sums so collected first to pay real estate taxes and assessments assessed against the Premises, then to pay insurance premiums and other usual, customary and reasonable expenses actually incurred by Grantor in maintaining and operating the Premises, and then to pay accrued interest, principal and other sums

payable to Lender under the terms and provisions of the Loan Documents. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

The License shall remain in effect only so long as no uncured Event of Default exists under this Security Instrument or any other Loan Document. Upon the occurrence of any Event of Default hereunder or under any other Loan Document, or at any time thereafter while any Event of Default may exist, Lender may terminate the License without notice or demand and may collect the Rents directly from the persons liable therefor, enforce the Leases against persons liable thereunder, and/or pursue any or all of Lender's other rights and remedies under this Security Instrument and all other Loan Documents in such order and manner as Lender may elect from time to time in its sole and absolute discretion.

Whether or not Grantor receives notice of termination of the License, Grantor shall immediately pay and deliver to Lender all Rents in Grantor's possession upon the occurrence of any Event of Default and/or received by Grantor during the existence of any uncured Event of Default, without notice or demand.

3.03. Payments After Default. Upon the occurrence and during the continuance of any Event of Default hereunder, Grantor shall promptly pay to Lender, in addition to any Rents Grantor may thereafter receive from third parties, all rent prepayments and security or other deposits paid to Grantor pursuant to any Lease assigned hereunder, and all charges for services or facilities or for escalations in such charges previously paid to Grantor pursuant to any such Lease.

If Grantor fails or is not required to surrender possession of the Premises or the portion thereof occupied by Grantor during the existence of an Event of Default, Grantor shall pay monthly in advance to Lender or to any receiver appointed to collect the Rents the fair and reasonable rental value of the Premises or portion thereof remaining in the possession of Grantor. Upon default in any such payment, Grantor shall vacate and surrender such possession to Lender or such receiver, and Grantor may be evicted by summary or other available proceedings for failure to so vacate and surrender possession.

3.04. Further Assignments. Grantor shall, as and when requested to do so from time to time by Lender, execute, acknowledge and deliver to Lender one or more general or specific assignments of Grantor's interest as lessor or otherwise under any Lease now or hereafter affecting the Premises, in form and substance acceptable to Lender in its sole and absolute discretion. Grantor shall, on demand, pay to Lender or reimburse Lender for the payment of any costs or expenses incurred in preparation or recording of any such assignment. All rights and remedies of Lender under this Security Instrument and under any separate assignment(s) concurrently or hereafter executed by Grantor in favor of Lender affecting rents arising from or leases relating to the Premises shall be cumulative, and in the event of any inconsistency in applicable provisions, Lender may enforce this Security Instrument and any such assignment(s) in such manner as may maximize Lender's right to collect the Rents and/or enforce the Leases.

ARTICLE IV

Additional Advances; Expenses; Indemnity;
Default Interest

4.01. Additional Advances and Disbursements. Grantor agrees that, if Grantor shall default in any of its obligations hereunder to pay any amount or to perform any action, including the obligation to

pay taxes and to procure, maintain and pay premiums on the insurance policies referred to herein, Lender shall have the right, but not the obligation, in Grantor's name or in its own name, and without notice to Grantor, to advance all or any part of such amounts or to perform any or all such actions. For such purpose, Grantor expressly grants to Lender, in addition and without prejudice to any other rights and remedies hereunder, the right to enter upon and take possession of the Premises to such extent and as often as Lender may reasonably deem necessary or desirable to prevent or remedy any such default. No such advance or performance shall be deemed to have cured such default by Grantor or any Event of Default hereunder with respect thereto. All sums so advanced and all expenses incurred by Lender in connection with such advances or actions, and all other sums advanced or expenses incurred by Lender hereunder or under applicable law shall be demand obligations owing by Grantor to Lender, shall be part of the Obligations, shall be secured by this Security Instrument, and, if reasonably expended by Lender, shall be deemed to be advances hereunder. Lender, upon making any such advance, shall be subrogated to all of the rights of the person receiving such advance.

4.02. Other Expenses.

(A) Grantor will, on demand, pay or reimburse Lender for the payment of all appraisal fees, recording and filing fees, taxes, abstract fees, title insurance premiums and fees, Uniform Commercial Code search fees, escrow fees, attorneys' and accountants' fees and disbursements and all other costs and expenses of every character incurred by Grantor or Lender for the preparation, documentation and closing of the transactions contemplated under the Note, this Security Instrument and the other Loan Documents, or otherwise attributable or chargeable to Grantor as owner of the Premises.

(B) Grantor will, on demand, pay or reimburse Lender for the payment of any costs or expenses (including attorneys' fees and disbursements) incurred or expended in connection with

(i) any default or Event of Default by Grantor under the Note, this Security Instrument or any other Loan Document, or

(ii) the exercise or enforcement by or on behalf of Lender of any of its rights or remedies or Grantor's obligations under the Note, this Security Instrument or any other Loan Document, including the enforcement, compromise or settlement of this Security Instrument or the Obligations or the defense or assertion of the rights and claims of Lender hereunder in respect thereof, by litigation or otherwise.

4.03. Indemnity.

(A) Grantor agrees to indemnify and hold Lender harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' fees and disbursements) which may be imposed on, incurred or paid by or asserted against Lender by reason or on account of, or in connection with,

(i) any default or Event of Default by Grantor hereunder,

(ii) Lender's exercise of any of its rights and remedies, or the performance of any of its duties hereunder,

(iii) the construction, reconstruction or alteration of the Improvements,

(iv) any negligence or willful misconduct of Grantor or any of its respective agents, contractors, subcontractors, servants, employees, licensees or invitees,

(v) any accident, injury, death or damage to any person or property occurring in, on or about the Premises or any street, drive, sidewalk, curb or passageway adjacent thereto, or

(vi) any other transaction or claim arising out of this Security Instrument or in any way connected with the Premises to the extent permitted by law, including unrecorded interests in or conflicting claims (including those in bankruptcy) to the Premises, defects in or the unenforceability of or failure to perfect and record this Security Instrument. Any amount payable to Lender under this Section shall be deemed a demand obligation and if not paid it shall bear interest at the rate specified in Section 4.04 hereof.

(B) Grantor's obligations under this Section shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal by any insurance carrier to perform any obligation on its part under any policy of insurance. If any claim, action or proceeding that is subject to the indemnity set forth in this Section is made or brought against Lender, Grantor shall, upon notice thereof by Lender, resist or defend against the same, if necessary in the name of Lender, by attorneys for Grantor's insurance carrier (if the same is covered by insurance) or otherwise by attorneys approved by Lender. Notwithstanding the foregoing, Lender, in its discretion, may engage its own attorneys to resist or defend such claims, actions or proceedings, or assist therein, and Grantor shall, on demand, pay or reimburse Lender for the payment of the reasonable fees and expenses of such attorneys.

4.04. Default Interest. All sums advanced and all expenses incurred by Lender which are to be reimbursed by Grantor under this Security Instrument shall bear interest at the highest rate (including any default rate) specified in the Note. Such interest shall be part of the Obligations and shall be secured by this Security Instrument.

ARTICLE V Defaults and Remedies

5.01. Events of Default. The term "Event of Default," as used in this Security Instrument, shall mean the occurrence of any of the following events:

(A) If any payment of principal, interest or any other sum due under the Note, under this Security Instrument, under any other Loan Document, or under any additional or replacement note or Loan Document, (including any mandatory prepayment of such a note or obligation) is not paid when due, whether at the due date or maturity thereof, at a date fixed for prepayment thereof, by acceleration, or otherwise.

(B) If Grantor fails to perform and/or comply with any other covenant, agreement, term or provision of the Note, the Loan Agreement, or any other Loan Document.

(C) If any representation or warranty of Grantor contained in this Security Instrument or the Loan Documents is or hereafter becomes false, inaccurate or misleading.

(D) If Grantor shall abandon the Premises or cease to do business or terminate its business for any reason whatsoever.

(E) If the Premises or any part thereof shall be taken, attached or sequestered on execution or other process of law in any action against Grantor.

(F) The filing by or against Grantor or any guarantor of all or part of the Obligations ("Guarantor") of a voluntary petition in bankruptcy or the adjudication of Grantor or any Guarantor as a bankrupt or insolvent, or the filing by or against Grantor or any Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, State or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Grantor or any Guarantor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or of all or any substantial part of the property conveyed hereby, or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or any admission in writing of its inability to pay its debts generally as they become due.

(G) The death of any Guarantor or the dissolution or termination of Grantor's existence.

(H) Commencement of foreclosure or other proceedings for enforcement of remedies by the holder of any lien or encumbrance affecting the Premises or any part thereof, whether or not said lien or encumbrance was originally consented to by Lender. (This provision shall not imply any such consent.)

(I) Any other occurrence specified in the Note, this Security Instrument, the Loan Agreement or any other Loan Document as permitting Lender to accelerate the maturity of all or part of the Obligations.

(J) The Lease with DG Retail, LLC ("Dollar General") dated August 2, 2024 is terminated, expires or is materially modified without Lender's prior written consent, or Dollar General declares bankruptcy or abandons the Premises.

(K) Grantor shall be in material default of any agreement, Lease, restrictive covenant, declaration, or mortgage encumbering the Premises, beyond any applicable notice and cure period described therein.

5.02. Remedies. Upon and during the continuance of any one or more Events of Default, Lender may (but shall not be obligated to), in addition to any rights or remedies available to it under the Note, this Security Instrument or any other Loan Document, take such action, personally or by its agents or attorneys, with or without entry, and without notice, demand, presentment or protest (each and all of which are hereby waived), as it deems necessary or advisable to protect and enforce its rights and remedies against Grantor and in and to the Premises, including the following actions, each of

which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine in its sole discretion, without impairing or otherwise affecting its other rights or remedies:

(A) Acceleration. Lender may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby waived by Grantor).

(B) Foreclosure; Power of Sale. Trustee, if and as directed by Lender, shall have all of the rights and may exercise all of the powers set forth in applicable Law of the State. Trustee may sell the Premises in its entirety or in parcels, and by one or by several sales, as deemed appropriate by Trustee in its sole and absolute discretion. If Trustee chooses to have more than one foreclosure sale, Trustee may cause the foreclosure sales to be held simultaneously or successively, on the same day, or on such different days and at such different times as Trustee may elect. Trustee shall receive and apply the proceeds from the sale of the Premises, or any portion thereof, in accordance with any applicable provision of law. Immediately upon the first delivery or publication of any advertisement or notice of sale, there shall become due and owing by Grantor all Expenses incident to any foreclosure proceedings under this Security Instrument, as commission to Trustee making sales under orders or decrees of the equity court having jurisdiction, and no Person shall be required to receive only the aggregate amount of the Obligations to the date of payment unless the same is accompanied by a tender of such commission.

(C) Judicial Action. Lender shall have the right from time to time to sue Grantor for any sums (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Security Instrument, as the same become due), without regard to whether or not any of the other Obligations shall be due, and without prejudice to the right of Lender thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure or an action for specific performance, for a Default or Event of Default existing at the time such earlier action was commenced.

(D) Collection of Rents. Upon the occurrence of an Event of Default, the license granted to Grantor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Grantor. Lender may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Lender may, but shall not be obligated to, exercise and enforce any or all of Grantor's rights under the Leases. Without limitation to the generality of the foregoing, Lender may notify the tenants under the Leases that all Rents are to be paid to Lender, and following such notice all Rents shall be paid directly to Lender and not to Grantor or any other Person other than as directed by Lender, it being understood that a demand by Lender on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Lender without the necessity of further consent by Grantor. Grantor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Lender instead of to Grantor, upon receipt of written notice from Lender, without the necessity of any inquiry of Grantor and without the necessity of determining the existence or non-existence of an Event of Default. Grantor hereby appoints Lender as Grantor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Grantor's name or in Lender's name:

- (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Lender;
- (b) to give receipts and releases in relation thereto;
- (c) to institute, prosecute and/or settle actions for the recovery of Rents;
- (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder;
- (e) to cancel any Leases;
- (f) to enter into new Leases; and
- (g) to do all other acts and things with respect to the Leases and Rents which Lender may deem reasonably necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Grantor shall pay, on demand, to Lender, the amount of any deficiency between:
 - (i) the Rents received by Lender, and
 - (ii) all Expenses incurred together with interest thereon as provided in the Loan Documents.

(E) Taking Possession or Control of the Premises. As a matter of right without regard to the adequacy of the security, and to the extent permitted by Law without notice to Grantor, Lender shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Premises and the Rents, whether such receivership may be incidental to a proposed sale of the Premises or otherwise, and Grantor hereby consents to the appointment of such a receiver and agrees that such receiver shall have all of the rights and powers granted to Lender pursuant to applicable law.

(F) Management of the Premises. Upon obtaining possession of the Premises or upon the appointment of a receiver as described in Section 5.02(E) above, Lender, Trustee or the receiver, as the case may be, may, at its sole option:

- (i) make all necessary or proper repairs to or upon the Premises,
- (ii) operate, maintain, control, make secure and preserve the Premises, and
- (iii) complete the construction of any unfinished Improvements on the Premises and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of Grantor (the costs of completing such Improvements shall be Expenses secured by this Security Instrument and shall accrue interest as provided in the Loan Documents). Lender, Trustee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding,

removal, maintaining, operation or management, except for negligence or willful misconduct. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the enforcement of such remedies, once commenced, shall continue for so long as Lender shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

(G) Uniform Commercial Code. Lender may proceed under the Uniform Commercial Code as to all or any part of the Personal Property, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Upon the occurrence of any Event of Default, Grantor shall assemble all of the Accessories and make the same available within the Improvements. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Security Instrument at least ten (10) days before any sale or other disposition of the Personal Property. Disposition of the Personal Property shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Premises is located. It shall be deemed commercially reasonable for the Trustee to dispose of the Personal Property without giving any warranties as to the Personal Property and specifically disclaiming all disposition warranties.

(H) Application of Proceeds. Unless otherwise provided by applicable Law, all proceeds from the sale of the Premises or any part thereof pursuant to the rights and remedies set forth in this Article V and any other proceeds received by Lender from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Lender may elect.

(I) Other Remedies. Lender shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Grantor provided under the Loan Documents or by applicable Laws.

5.03. Expenses. In any proceeding, judicial or otherwise, to foreclose this Security Instrument or enforce any other remedy of Lender under the Note, this Security Instrument or any other Loan Document, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses, including attorneys' fees and court costs, which may be paid or incurred in connection with the exercise by Lender of any of its rights and remedies and the same shall be secured by this Security Instrument. Grantor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees when the law provides no maximum limit, for Trustee's rendering of services in connection with each partial or complete reconveyance of the Property from the lien of this Security Instrument.

5.04. Rights Pertaining to Sales. The following provisions shall, to the extent permitted by law, apply to any sale or sales of all or any portion of the Premises under or by virtue of this Security Instrument, whether under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale:

(A) Lender may elect to cause the Premises or any part thereof to be sold as follows:

(i) Lender may proceed as if all of the Premises were real property, in accordance with subparagraph (iv) below, or Lender may, with respect to any of the Premises which consists of personal property or property that is not real property or which is property that can be severed from the Premises without causing structural damage thereto, proceed to dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Premises being treated as real property.

(ii) Lender may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any redemption period required by law) or Lender may delay any such sale or other disposition for such period of time as Lender deems to be in its best interest. Should Lender desire that more than one such sale or other disposition be conducted, Lender may at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Lender may deem to be in its best interest.

(iii) Should Lender elect to cause any of the Premises to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Uniform Commercial Code or in accordance with any other remedy provided by law. Both Grantor and Lender shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Lender may so elect, subject to the provisions of the Uniform Commercial Code. Lender shall give Grantor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Grantor, it shall constitute reasonable notice to Grantor.

(iv) Should Lender elect to sell the Premises which is real property or which Lender has elected to treat as real property, upon such election Lender or Trustee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified in the notice of sale, shall sell such Premises, or any portion thereof specified by Lender, at public auction to the highest bidder for cash in lawful money of the United States, subject, however, to the provisions of Section 5.04(I) hereof. If the Premises consists of several lots or parcels, Lender may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Grantor, Trustee or Lender, may purchase at the sale.

(B) Grantor hereby expressly waives any right which it may have to direct the order in which any of the Premises shall be sold in the event of any sale or sales pursuant hereto.

(C) Trustee may conduct any number of sales from time to time. The power of sale set forth in Section 5.02 hereof shall not be exhausted by any one or more such sales as to any part of the Premises which shall not have been sold, nor by any sale which is not completed or is defective in Trustee's opinion, until the Obligations shall have been paid in full.

(D) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale, and sale may be completed at the time and place so announced without further notice.

(E) After each sale, Trustee, his successors and assigns or an officer of any court empowered to do so, shall, as required by law, execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments granting, conveying, and assigning the property and rights sold and shall receive the proceeds of such sale or sales and apply the same as herein provided. Lender is hereby appointed the true and lawful attorney-in-fact of Grantor, which appointment is irrevocable and shall be deemed to be coupled with an interest, in Grantor's name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and for that purpose Lender may execute all necessary instruments to accomplish the same, and may substitute one or more persons with like power, and Grantor hereby ratifies and confirms all that said attorney or such substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, Grantor, if requested by Lender, shall ratify and confirm any such sale or sales by executing and delivering to Lender or such purchaser or purchasers, as applicable, all such instruments as may be advisable, in Lender's judgment, for the purposes designated in such request.

(F) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance, pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein. Lender may appoint or delegate any one or more persons as Trustee or agent to perform any act or acts necessary or incident to any sale so held, including the posting of notices and the conduct of sale, but in the name and on behalf of Lender.

(G) The receipt of Trustee for the purchase money paid at any such sale, or the receipt of any other person authorized to give the same, shall be sufficient discharge therefor to any purchaser of any property or rights sold as aforesaid, and no purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see to the application of such purchase price or any part thereof upon or for any trust or purpose of this Security Instrument or, in any manner whatsoever, be answerable for any loss, misapplication or non-application of any such purchase money, or part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(H) Any such sale or sales shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and any and all persons claiming or who may claim the same, or any part thereof, by, through or under Grantor to the fullest extent permitted by applicable law.

(I) Upon any such sale or sales, Lender may bid for and acquire the premises and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the Obligations the amount of the bid made therefor, after deducting therefrom the expenses of the sale, the cost of any enforcement proceeding hereunder and any other sums which Lender is authorized to charge to Grantor under the terms of this Security Instrument, to the extent necessary to satisfy such bid.

(J) In the event that Grantor, or any person claiming by, through or under Grantor, shall transfer or refuse or fail to surrender possession of the Premises after any sale thereof, then Grantor or such person shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of unlawful detainer proceedings or other appropriate proceedings, and to any other right or remedy available hereunder or under applicable law.

(K) Upon any such sale, it shall not be necessary for Trustee, Lender or any public officer acting under execution or order of court to have present or constructively in its possession any or all of the Premises.

(L) Upon any such sale or sales, Grantor, its heirs, successors and assigns, shall surrender and deliver possession of the Premises so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of the Premises upon demand, the purchaser, its heirs, successors or assigns, shall be entitled to institute and maintain an action for unlawful detainer or any other proceedings elected in the appropriate court.

(M) In the event of any sale referred to in this Section, all of the Obligations, if not previously due and payable, immediately thereupon shall, notwithstanding anything to the contrary in the Note, this Security Instrument or any other Loan Document, become due and payable.

(N) This instrument shall be effective as a mortgage. If a foreclosure hereunder shall be commenced by Trustee, Lender may, at any time before the sale of the Premises, direct the Trustee to abandon the sale, and may institute suit for the collection of the Obligations and for the foreclosure of this Security Instrument. If Lender shall institute suit for the collection of the Obligations, and for the foreclosure of this Security Instrument, Lender may at any time before the entry of final judgment in said suit dismiss the same and direct the Trustee to sell the Premises in accordance with the provisions of this Security Instrument. Lender may pursue its rights and remedies against any guarantor or other party liable for any of the Obligations in such a suit for foreclosure or by separate suit, whether or not the Trustee is also pursuing a sale under the terms hereof.

(O) Lender may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Security Instrument. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee named herein or acting hereunder. Each such appointment and substitution shall be made by written instrument by Lender containing reference to this Security Instrument at its place of record which when recorded in the Office of the Recorder of Deeds of the county or counties in which the Premises is situated, shall be conclusive proof of proper employment of a successor trustee. The foregoing power of substitution and the procedure therefor shall not be exclusive of the power and procedure provided for by law for the substitution of another trustee or trustees in the place of the Trustee.

5.05. Application of Proceeds. The purchase money, proceeds or avails of any sale referred to in Section 5.04, together with any other sums which may be held by Lender hereunder, whether under the provisions of this Article V or otherwise, shall, except as herein expressly provided to the contrary, be applied as follows:

FIRST: To the payment of the costs and expenses of any such sale, including the Trustee's commission, reasonable compensation to Lender, its agents and counsel, and of any judicial proceeding wherein the same may be made and of all expenses, liabilities and advances made or incurred by Trustee or Lender hereunder, together with interest thereon as provided herein, and all taxes, assessments and other charges, except any taxes, assessments or other charges subject to which the Premises shall have been sold, and all other costs incurred by Trustee or Lender as authorized under the Loan Documents.

SECOND: Ratably, to the payment in full of the Obligations (including principal, interest, and other sums owed) in such order as Lender may elect.

THIRD: To the extent permitted by applicable law, to be set aside by Lender as adequate security in its judgment for the payment of sums which would have been paid by application under clauses First and Second above to Lender, arising out of an obligation or liability with respect to which Grantor has agreed to indemnify it, but which sums are not yet due and payable or liquidated.

FOURTH: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

5.06 Additional Remedial Provisions.

(A) No right or remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and continuing, shall be in addition to every other right or remedy given under the Note, this Security Instrument or any other Loan Document or now or hereafter existing at law or in equity, and may be exercised from time to time and as often as may be deemed expedient by Lender.

(B) No delay or omission by Lender to exercise any right or remedy hereunder upon an Event of Default shall impair such exercise, or be construed to be a waiver of any such Event of Default or an acquiescence therein.

(C) Lender shall not have any obligation to pursue any rights or remedies it may have under any other agreement, the Note or any other Loan Document prior to pursuing its rights or remedies under the Note, this Security Instrument or any other Loan Document.

(D) No recovery of any judgment by Lender and no levy of an execution upon the Premises or any other property of Grantor shall affect, in any manner or to any extent, the lien and security interest of this Security Instrument upon the Premises, or any liens, rights, powers and remedies shall continue unimpaired as before.

(E) Nothing in the Note, this Security Instrument or any other Loan Document shall be deemed a waiver or a cure of such Event of Default, and acceptance of any payment less than any amount then due shall be deemed an acceptance on account only.

(F) In the event that Lender shall have proceeded to enforce any right or remedy hereunder by foreclosure, sale, entry or otherwise, and such proceeding shall be discontinued, abandoned, defectively performed or completed or determined adversely to Lender for any reason, then Grantor

and Lender shall be restored to their former positions and rights hereunder with respect to the Premises, subject to the lien hereof.

5.06. Waiver of Rights and Defenses. To the full extent Grantor may do so, Grantor agrees with Lender as follows:

(A) Grantor hereby waives and will not at any time insist on, plead, claim or take the benefit or advantage of any statute or rule of law now or hereafter in force providing for any appraisalment, valuation, stay, extension, moratorium, redemption, or of statute of limitations. Grantor, for itself and its successors and assigns, and for any and all persons ever claiming an interest in the Premises, hereby waives and releases all rights of redemption, valuation, appraisalment, notice of intention to mature or declare due the whole of the Obligations, and all rights to a marshaling of the assets of Grantor, including the Premises, or to a sale in inverse order of alienation, in the event of foreclosure of the liens and security interests created hereunder.

(B) Grantor shall not have or assert any right under any statute or rule of law pertaining to any of the matters set forth in subsection (A) of this Section, to the administration of estates of decedents or to any other matters whatsoever to defeat, reduce or affect any of the rights or remedies of Lender hereunder, including sale of the Premises for the collection of the Obligations and the payment of the Obligations out of the proceeds of sale of the Premises in preference to any other person.

(C) If any statute or rule of law referred to in this Section and now in force, of which Grantor or any of its successors or assigns and such other persons claiming any interest in the Premises might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such statute or rule of law shall not thereafter be deemed to preclude the application of this Section.

(D) Grantor shall not be relieved of its obligation to pay the Obligations at the time and in the manner provided in the Note, this Security Instrument or any other Loan Document, nor shall the lien, security interest or priority of this Security Instrument or any other Loan Document be impaired by any of the following actions, non-actions or indulgences by Lender:

(i) any failure or refusal by Lender to comply with any request by Grantor, or to consent to any action by Grantor, or to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or any other Loan Document;

(ii) any release, regardless of consideration, of the whole or any part of the Premises or any other security for the Obligations, or any person liable for payment of the Obligations;

(iii) any waiver by Lender of compliance by Grantor with any provision of the Note, this Security Instrument or any other Loan Document, or consent by Lender to the performance by Grantor of any action which would otherwise be prohibited hereunder or thereunder, or to the failure by Grantor to take any action which would otherwise be required hereunder or thereunder; and

(iv) any agreement or stipulation, with or without Grantor's consent, between Lender and any subsequent owner or owners of the Premises or any other security for the Obligations, renewing, extending or modifying the time of payment or the terms of the Note, this Security

Instrument or any other Loan Document (including a modification of any interest rate), and in any such event Grantor shall continue to be obligated to pay the Obligations at the time and in the manner provided in the Note, this Security Instrument and the other Loan Documents as so renewed, extended or modified, unless expressly released and discharged by Lender.

(E) Grantor hereby specifically acknowledges the Premises are not the homestead of Grantor and Grantor hereby waives any right to claim such Premises as a homestead, waives any and all right of redemption to the full extent allowed by law, and waives its right to seek any protection afforded thereby in law or in equity.

ARTICLE VI

Release

6.01. Release. If all Obligations have been paid or otherwise satisfied to the satisfaction of Lender and no other sum shall then be payable under this Security Instrument, the Note, or any other Loan Document, then and in that event only, at Grantor's sole cost and expense all rights hereunder shall be terminated and the Premises shall be wholly released and cleared of the liens, security interests, conveyances and assignments evidenced hereby, upon receipt by Lender of evidence satisfactory to it that the foregoing conditions have been satisfied.

6.02. Documentation. In the event described in Section 6.01 Lender shall, at the request and expense of Grantor, promptly execute and deliver to Grantor releases, statements or assignments (as appropriate) and/or such other documents as Grantor may reasonably request to evidence the termination of Lender's and Trustee's rights hereunder.

ARTICLE VII

Additional Provisions

7.01. Provisions as to Payments, Advances.

(A) To the extent that any of the Obligations are used to pay indebtedness secured by any other outstanding lien, security interest or charge against the Premises or to pay in whole or in part the purchase price therefor, Lender shall be subrogated to any and all rights, security interests and liens held by any owner or holder of the same, whether or not the same are released. Grantor agrees that, in consideration of such payment by Lender, Grantor hereby waives and releases all demands, defenses and causes of action for offsets and payments with respect to the same.

(B) Any payment made under this Security Instrument by any person at any time liable for the payment of the Obligations or by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any partner, joint venturer, stockholder, officer or director thereof, shall be deemed, as between Lender and all such persons, to have been made on behalf of all such persons.

7.02. Severability. If, in any jurisdiction, all or any portion of any provision of the Note, this Security Instrument or any other Loan Document shall be held to be invalid, illegal or unenforceable in any respect, then, it shall immediately be deemed to have been severed therefrom or herefrom and such invalidity, illegality or unenforceability shall not affect any other provision thereof or hereof, and such

provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained therein or herein.

7.03. Right to Deal. In the event that ownership of the Premises becomes vested in a person other than Grantor, Lender may, without notice to Grantor, deal with such successor or successors in interest with reference to this Security Instrument or the Obligations in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Obligations or being deemed to have consented to such vesting.

7.04. Applicable Law. This Security Instrument shall be governed by, and construed and enforced by and according to the laws and statutes of the State of Missouri, except to the extent it is necessary to apply the laws of the State of Utah to enforce Lender's rights and remedies.

7.05. Appointment of Lender. Grantor hereby appoints Lender its attorney-in-fact, which appointment is irrevocable and shall be deemed to be coupled with an interest, to execute, acknowledge, deliver and file or record for and in the name of Grantor any of the documents or instruments referred to in any Section of this Security Instrument that permits Lender to take any action on behalf of Grantor.

7.06. Sole Discretion of Lender. Whenever Lender's judgment, consent or approval is required hereunder for any matter in which Lender shall have an option or election hereunder, such judgment, consent or approval shall be exercised in the sole discretion of Lender, unless otherwise stated herein to be reasonably given or exercised.

7.07. Effect of Covenants and Agreements; Conflict Between Provisions. All of Grantor's covenants and agreements hereunder shall run with the land. In the event of any conflict between a provision of the Note and a provision of this Security Instrument or any other Loan Document, the provision that provides the fullest security and remedies and the highest financial yield to Lender shall prevail.

7.08. Matters to Be in Writing. This Security Instrument cannot be altered, modified, terminated or discharged except in a writing signed by the party against whom enforcement of such alteration, amendment, modification, termination or discharge is sought. No waiver, release or other forbearance by Lender will be effective against Lender unless it is in a writing signed by Lender, and then only to the extent expressly stated.

7.09. Construction of Provisions. The following rules of construction shall be applicable for all purposes of this Security Instrument and all documents or instruments supplemental hereto, unless the context otherwise requires:

(A) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(B) The terms "person" and "party" shall mean any individual, sole proprietorship, partnership, limited liability company, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity or government (whether federal, State, county,

city, municipal or otherwise, including, without limitation, an instrumentality, division, agency, body or department thereof).

(C) All Article, Section and Exhibit captions herein are used for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect, this Security Instrument.

(D) No inference in favor of, or against, any party shall be drawn from the fact that such party has drafted any portion hereof.

(E) All obligations of Grantor hereunder shall be performed and satisfied by or on behalf of Grantor at Grantor's sole cost and expense.

7.10. Successors and Assigns; Joint and Severable Liability. The provisions hereof shall be binding upon Grantor and Trustee and the heirs, devisees, representatives, successors and assigns of Grantor and Trustee, including successors in interest of Grantor in and to the Premises, and shall inure to the benefit of Lender and the holders of the Obligations and their respective heirs, successors, legal representatives, substitutes and assigns. Where two or more persons or entities have executed this Security Instrument, the obligations, covenants, representations and warranties of such persons or entities shall be joint and several.

7.11. Substitute/Successor Trustees. Lender is authorized, with or without cause and in Lender's sole discretion, to appoint a substitute or successor trustee, who shall thereupon become vested with the original Trustee's title to the Premises in trust and may act instead of said original Trustee and exercise any and all powers of the Trustee set forth herein, without other formality than the designation in writing of a substitute or successor Trustee. If any notice of a foreclosure sale hereunder has been sent or published, or is being published, when such appointment of a successor Trustee is made, the successor Trustee may complete said sale at the time and place designated in such notice without the necessity of sending or publishing further notice.

7.12. No Consent. Nothing in the Note, this Security Instrument or any other Loan Document shall be deemed or construed in any way as constituting the consent or request by Lender, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman or an inducement for the performance of any labor or the furnishing of any material for improvement or repair of the Premises. Grantor further agrees that Lender does not stand in any fiduciary relationship to Grantor.

ARTICLE VIII

State Specific Provisions

THE GRANTOR HEREBY DECLares THAT THE GRANTOR HAS READ THIS DEED OF TRUST, HAS RECEIVED A COMPLETELY FILLED IN COPY OF IT WITHOUT CHARGE THEREFOR AND HAS SIGNED THIS DEED OF TRUST AS OF THE DATE AT THE TOP OF THE FIRST PAGE.

ARTICLE IX
Notices

Notices shall be in writing, either by hand delivery, overnight delivery or by registered or certified mail, return receipt requested, and the delivery or mailing of notices to the following addresses, or to such other place any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

(a) If to the Lender at its address at:

North American Savings Bank, F.S.B.
903 E. 104th Street, Suite 400
Kansas City, Missouri 64131

(b) If to the Grantor at its address at:

PWC Manti, LLC
1835 South Highway 89
Perry, Utah, 84302

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first herein written.

PWC MANTI, LLC,

a Utah limited liability company

By: Prime West Commercial, LLC,

a Utah limited liability company,

Its Managing Member

By: C & N Investment Properties, LLC,

a Utah limited liability company,

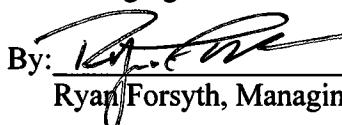
Its Managing Member

By: 
Christian Forsyth, Managing Member

By: RKF Properties, LLC,

a Utah limited liability company,

Its Managing Member

By: 
Ryan Forsyth, Managing Member

STATE OF UTAH

)

) ss

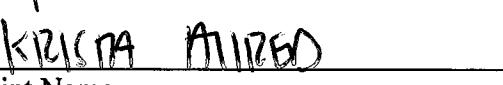
COUNTY OF DAVIS

)
1825

On this 20th day of March, before me appeared Christian Forsyth, to me personally known, who being by me duly sworn, did say that he is the Managing Member of C & N Investment Properties, LLC, a Utah limited liability company, a Managing Member of Prime West Commercial, LLC, a Utah limited liability company, the Managing Member of PWC Manti, LLC, a Utah limited liability company, and acknowledged execution of the foregoing instrument to be the free act and deed of said limited liability companies.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.




Notary Public

Print Name

My Commission Expires:

03-08-2026

STATE OF UTAH

)
ss

COUNTY OF DAVIS

)
102-001

On this 16th day of March, before me appeared Ryan Forsyth, to me personally known, who being by me duly sworn, did say that he is the Managing Member of RKF Properties, LLC, a Utah limited liability company, a Managing Member of Prime West Commercial, LLC, a Utah limited liability company, the Managing Member of PWC Manti, LLC, a Utah limited liability company, and acknowledged execution of the foregoing instrument to be the free act and deed of said limited liability companies. R.P.C.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



KRISTA ALLRED
Notary Public
KRISTA ALLRED
Print Name

My Commission Expires:

03-08-2026

EXHIBIT A
Legal Description of the Premises

Parcel 1, RKF MANTI SUBDIVISION, according to the official plat thereof as recorded in the office of the Sanpete County Recorder on March 20, 2025 as Entry No. 333553.

Tax Id No.: 64759