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WHEN RECORDED MAIL TO:

RAY QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Attn: Bryan K. Bassett

ENT 120154:2022 PG 1 of 8
Andrea Allen
Utah County Recorder
2022 Nov 23 02:34 PM FEE 40.00 BY MG
RECORDED FOR Prospect Title Insurance
ELECTRONICALLY RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

49754

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

THIS TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (the "Trust Deed") is made this 16th day of November, 2022, between **UNIFIED BUSINESS ALLIANCE, LLC**, a Delaware limited liability company, as **TRUSTOR**, whose address is 240 North 1200 East, Suite 201, Lehi, Utah 84043; **FIRST AMERICAN TITLE COMPANY**, as **TRUSTEE**, whose address is 215 S. State Street, Ste. 380, Salt Lake City, Utah 84111; and **PRPM SP3601 INVESTMENTS, LLC**, a Utah limited liability company, and its successors, as **BENEFICIARY**, whose address is 1912 West 930 North, Pleasant Grove, Utah 84062.

WITNESSETH: That Trustor **CONVEYS, TRANSFERS, ASSIGNS, AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, the following property situated in Utah County, State of Utah:

See **Exhibit A, Description of Property**, attached hereto and incorporated herein.

Tax Serial No. 68 013 9102

Together with all the estate, right, title, and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures, and improvements now or hereafter placed on the property and all alterations, additions, or improvements now or hereafter made thereto, together with all tangible personal property, goods, fixtures, equipment, machinery, building materials, tools, supplies, appliances, and mechanical systems of every nature whether now or hereafter located in, on, or used or intended to be used in connection with said buildings, structures, and improvements or on the property, including without limitation those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, and light, and including without limitation all plumbing, plumbing fixtures, water heaters, furnaces, air conditioners, kitchen appliances, light fixtures, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, wall coverings, rugs, carpeting, floor coverings, telephone equipment, landscaping trees and plants, fences, security systems and outdoor lighting, and all other similar items and goods and all additions and replacements therefor, whether now or hereafter placed on the property or in any of the buildings or improvements thereon, and together with all easements, rights of way, covenants benefitting the property, singular lands, tenements, hereditaments, reversions, remainders, rents, leases, receipts, accounts, contract rights, contracts of sale or other dispositions, instruments, documents, general intangibles, management agreements, operating agreements, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), governmental permits, governmental entitlements, utility and other deposits and rebates, voting and other rights under any recorded or unrecorded declaration, articles, bylaws, or rules and regulations established by any owners' association or similar entity, declarant and other rights under any recorded or unrecorded covenants, conditions and restrictions, Plans and Specifications, studies, data, tests, reports and drawings, and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to said property, or any part thereof, and together with all proceeds therefrom including without limitation insurance proceeds (all of the foregoing shall hereinafter be referred to as the "Property").

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by that certain Promissory Note and Loan Agreement dated of even date herewith and executed by Trustor as "Borrower", in the principal amount of One Million One Hundred Eighty eight Thousand Six Hundred Twenty four and 00/100 Dollars (\$1,188,624.00) (such principal sum being the "Principal Amount" under the Note), payable to the order of Beneficiary at the times, in the manner, and with interest as therein set forth, and any increases, extensions, renewals, or modifications thereof (the "Note"); (2) the performance of each agreement of Trustor set forth in this Trust Deed; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. The maximum amount of principal outstanding at any one time to be secured by this Trust Deed is the Principal Amount outlined above and in the Note as well as any increases in the Principal Amount.

1. After an Event of Default beyond any cure period and upon request of Beneficiary and from and after the date of such request, Trustor agrees to pay to Beneficiary, in addition to the payments of principal and interest payable under the terms of the Note, on the first day of each month until the Note is fully paid, the following sums:

a. An installment of the taxes and assessments levied or to be levied against the Property, and an installment of the premium or premiums that will become due and payable to renew the insurance on the Property covering against loss by fire or such other hazards as required by the Note or as may reasonably be required by Beneficiary in amounts, and in a company or companies, satisfactory to Beneficiary. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance, taxes, and assessments, next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one (1) month prior to the date when such premium or premiums and taxes and assessments will become due. Such added payments shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Beneficiary, and no interest shall be payable in respect thereof. Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.

b. If monthly payments are required under the Note, all monthly payments mentioned in the preceding Subsection 1(a), and all payments to be made under the Note shall be added together, and the aggregate amount thereof shall be paid each month on the date specified in the Note for the payment of monthly installments in a single payment to be allocated by Beneficiary to the following items in the order set forth:

- i. Taxes, assessments, fire and other hazard insurance premiums, and all other costs and expenses for which Trustor is responsible under this Trust Deed;
- ii. Interest on and late fees with respect to the indebtedness secured hereby; and
- iii. Principal of the indebtedness secured hereby.

Any failure to comply with the terms of this Section 1 shall constitute an event of default under this Trust Deed.

2. To the extent permitted by applicable law, if the total of the payments made under Subsection 1(a) shall exceed the amount of payments actually made by Beneficiary for taxes, assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under Subsection 1(a) shall not be sufficient to pay taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If there shall be a default under any of the provisions of this Trust Deed or the indebtedness secured by this Trust Deed and thereafter a sale of the Property in accordance with the provisions thereof, or if Beneficiary acquires the Property otherwise after default, Beneficiary at its option may apply, at the time of commencement of such proceedings, or at the time the Property is otherwise sold or acquired, the balance then remaining in the funds accumulated under Subsection 1(a), as a credit against the amount of principal then remaining unpaid under the Note or other indebtedness secured hereby.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES: **ENT 120154: 2022 PG 2 of 8**

3. To keep the Property in good condition and repair; not to remove or demolish any building or improvement; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the Property including without limitation all applicable local, state, and federal laws, rules, regulations, and ordinances relating to land use, zoning, or protection of the environment, or to the generation, use, storage, removal, transportation, handling, or disposal of toxic materials, hazardous substances, hazardous waste, or other similar materials or substances; not to commit or permit waste on the Property; not to commit, suffer, or permit any act upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary.

4. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter constructed or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses and mortgagee clauses in favor of and in form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary alone instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the damage. In the event that Trustor shall fail to provide satisfactory hazard insurance within thirty (30) calendar days prior to the expiration of any expiring policy, Beneficiary may procure, on Trustor's behalf, insurance in favor of Beneficiary alone with Trustor being obligated to reimburse Beneficiary immediately for such costs. If insurance cannot be secured by Trustor to provide the required coverage, or if Trustor fails to reimburse Beneficiary immediately for the costs of insurance incurred by Beneficiary, such event will constitute an event of default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title, and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

5. To deliver to, pay for, and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

6. To appear in and defend any action or proceeding purporting to affect the liens and security interests granted hereby, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney fees incurred by Beneficiary and Trustee.

7. Upon an event of default under this Trust Deed, including a default under the Note and including Trustor's failure to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof or under the Note, may (a) make

or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) commence, appear in, and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and (d) in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and the employment of attorneys. Beneficiary may add any and all costs, fees, and expenses incurred by Beneficiary or Trustee in taking such actions to the indebtedness secured hereby and as Beneficiary may determine, including without limitation, any funds advanced by Trustor to pay indebtedness secured by any prior encumbrances on the Property.

8. To pay at least ten (10) calendar days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments, and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all indebtedness secured by any trust deeds, mortgages, or other encumbrances, charges, and liens encumbering the Property or any part thereof, which at any time appear to be prior or superior hereto; and to pay all costs, fees, and expenses incurred in connection with this Trust Deed.

9. That the Beneficiary shall have the right to inspect the Property at any and all times during usual business hours.

10. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Note. If no default rate is given, such interest shall accrue at the per annum rate set forth in the Note until paid. The repayment of such sums and interest shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

11. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, earthquake, or flood, or in any other manner, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, rights of action, and proceeds as Beneficiary or Trustee may require.

12. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation, and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

13. So long as the indebtedness secured hereby is outstanding, Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues, royalties, and profits of the Property and of any personal property located thereon, whether now existing or hereafter arising. Until a default occurs in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or an event of default under the Note or until Beneficiary gives notice otherwise, Trustor shall be permitted to collect all such rents, issues, royalties, and profits earned prior to such event of default or, as the case may be, notice from Beneficiary, as they become due and payable. If such an event of default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, royalties, issues, and profits and enjoy the benefits of such Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

14. Upon any default hereunder or any default under the indebtedness secured hereby or under the Note, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary as such receiver), and without regard to the value of the Property or the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

15. The entering upon and taking possession of the Property, the appointment of a receiver, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any default or notice of default hereunder or under the Note nor invalidate the rights of Beneficiary upon such default or under the notice of default nor any act done pursuant to such notice of default.

16. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

17. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

18. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, or upon the occurrence of any other default or event of default under the Note, or in the event a receiver or a trustee is appointed for Trustor or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or against Trustor pursuant to any provisions of the United States Bankruptcy Code, as amended, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. In the event of such default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall, if requested, deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

19. At any time after the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney fees; (b) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the Trustee's deed; (c) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the default rate set forth in the Note, or, if no default rate is given, at the per annum rate set forth in the Note; (d) all other sums then secured hereby; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

20. Trustor agrees to surrender possession of the Property to the purchaser at the sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

21. Upon the occurrence of any default hereunder or any default under the indebtedness secured hereby, including a default under the Note, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable in full and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney fees in such amount as shall be fixed by the court.

22. This Trust Deed is intended to be an assignment, security agreement, and pledge pursuant to the Uniform Commercial Code and other applicable law for any of the items specified above as part of the Property which, under applicable law, may be subject to an assignment, security interest, or pledge pursuant to the Uniform Commercial Code or such other law, and Trustor hereby grants Beneficiary a security interest in the items specified above as part of the Property which are personal property. In addition, Trustor hereby grants and assigns to Beneficiary a security interest, to secure payment and performance of the Note, in all of the following described personal property in which Trustor now or at any time hereafter has any interest:

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs, and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks, and service marks arising from or related to the ownership, management, leasing, operation, sale, or disposition of the Property or any business now or hereafter conducted thereon by Trustor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations, and other rights granted by, given by, or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary, or not non-tributary, surface or underground, or appropriated or unappropriated, and all shares of stock in water, ditch, lateral, and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Trustor with respect to the Property; all advance payments of insurance premiums made by Trustor with respect to the Property; all plans, drawings, and specifications relating to the Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings, and payments of any kind related to the Property or any portion thereof; all of Trustor's right, title, and interest, now or hereafter acquired, together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records, and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Trustor and Beneficiary that this Trust Deed constitutes a fixture filing filed with the real estate records of Utah County, State of Utah, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located ("UCC"). For purposes of this fixture filing, the "Debtor" is the Trustor and the "Secured Party" is the Beneficiary.

A description of the land which relates to the fixtures is set forth in Exhibit A, Description of Property, attached hereto. Trustor is the record owner of such land. The filing of a financing statement covering the foregoing shall not be construed to derogate from or impair the lien or provisions of this Trust Deed with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Beneficiary under this Trust Deed or the priority of Beneficiary's lien created hereby, and such financing statement is declared to be for the protection of Beneficiary in the event any court shall at any time hold that notice of Beneficiary's priority interest in any property or interests described in this Trust Deed must, in order to be effective against a particular class of persons, be filed in the UCC records.

Trustor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any other financing statements, as well as extensions, renewals, and amendments thereto, and reproductions of this Trust Deed in such form as Beneficiary may require to perfect a security interest with respect to said items. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Trust Deed, or after the occurrence of an event of default under the Note, including breach of the covenants to pay when due all sums secured by this Trust Deed, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and other applicable law and, at Beneficiary's option, may also invoke the remedies provided in this Trust Deed as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property collateral specified above as part of the Property separately or together and in any order whatsoever without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in this Trust Deed and without affecting the personal liability of Trustor under the indebtedness secured by this Trust Deed. Information concerning the security interest created hereby may be obtained from Beneficiary.

23. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time if the substitution is filed for record, the new trustee shall succeed without notice to all the powers, duties, authority, and title of the trustee named herein or of any successor trustee.

24. The rights and remedies of Beneficiary under this Trust Deed are cumulative and are in addition to any other remedies provided by law or under the Note. The exercise by Beneficiary of one right or remedy under this Trust Deed shall not constitute an election of remedies to the exclusion of other rights and remedies. Trustor hereby waives all claims that Beneficiary marshal assets of Trustor in collecting the indebtedness secured hereby. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

25. Trustee accepts this Trust Deed when it is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other trust deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless such action or proceeding is brought by Trustee.

26. If all or any part of the Property or an interest therein is sold or transferred voluntarily or involuntarily by Trustor (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person or persons but is a limited liability company, corporation, partnership, trust, or other legal entity) without Beneficiary's prior written consent, which consent may be withheld for any reason, excluding a transfer by devise, descent, or by operation of law upon the death of a joint tenant, then Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable in full. Trustor shall not further encumber the Property, or allow any liens or encumbrances to be placed on the Property by any person other than Beneficiary.

27. Trustor shall promptly furnish Beneficiary with copies of all tax returns and financial reports and statements as required by the Note or as requested by Beneficiary, all prepared in a manner and form and at such times as are acceptable to Beneficiary.

28. Trustor hereby agrees to indemnify, defend, and hold harmless Beneficiary, its successors, assigns, managers, members, officers, directors, employees, and agents for, from, and against any loss, liability, cost, injury, expense, or damage, including without limitation court costs and attorney fees and expenses, in connection with or arising from the presence, escape, seepage, leakage, spillage, discharge, or emission on or from the Property of any hazardous or toxic substances, materials, or waste that are or may be regulated by federal, state, or local law. This indemnification (a) shall survive the release, foreclosure, or satisfaction of this Trust Deed or the transfer of the Property encumbered hereby; (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby; (c) is not secured by this Trust Deed; and (d) shall be in addition to any other such indemnifications.

29. This Trust Deed shall be construed according to the laws of the State of Utah.

30. Notwithstanding any provision herein or in the Note, the total liability for payments in the nature of interest shall not exceed the limits that may be imposed by the applicable laws of the State of Utah.


31. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed or the rights of Beneficiary hereunder.

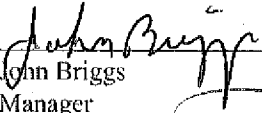
32. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.

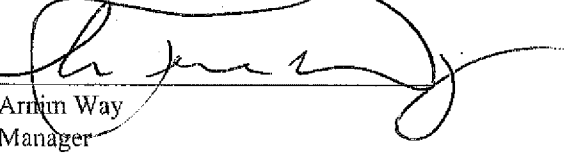
[SIGNATURES APPEAR ON THE NEXT PAGE]

SIGNATURE BY TRUSTOR:

UNIFIED BUSINESS ALLIANCE, LLC
a Delaware limited liability company

By: 
Edward Axley
Its: Manager

By: 
John Briggs
Its: Manager

By: 
Arrin Way
Its: Manager

*Signature Page to Trust Deed,
Assignment of Rents, Security Agreement,
and Fixture Filing*

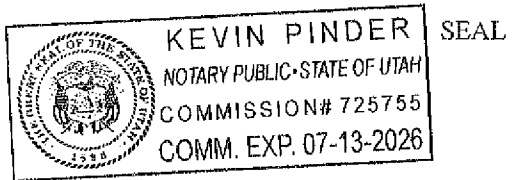
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

STATE OF UTAH)
)
 ss.

COUNTY OF UTAH)

On November 16, 2022, before me, the undersigned notary public, personally appeared Edward Axley, a Manager of Unified Business Alliance, LLC, a Delaware limited liability company, who duly acknowledged to me that he executed the foregoing on behalf of said limited liability company.

Kevin Pinder
Notary Public
My Commission Expires: 7/13/26
STATE OF UTAH)

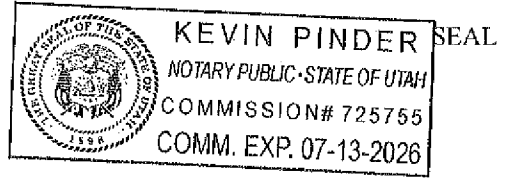


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Notary Public
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STATE OF UTAH)



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Notary Public
My Commission Expires: 7/13/26
STATE OF UTAH)

SEAL



*to Trust Deed,
Assignment of Rents, Security Agreement,
and Fixture Filing*

(Description of Property)

The real property is located at 3668 West 2150 North Street, Lehi, Utah 84043 (f/k/a 3601 West Waterbury Drive, Lehi, Utah, 84043), Utah County, and is legally described as follows:

Lot 9102, HOLBROOK FARMS PLAT I, according to the official plat thereof on file in the office of the Utah County Recorder recorded June 14, 2021 as Entry No. 108301:2021.

TOGETHER WITH and subject to Reciprocal Easement Agreement dated November 8, 2022 and recorded November 14, 2022 as Entry No. 117455:2022 in the official records.