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

By

UNICO 205 EAST 200 SOUTH CENTER LLC,
a Delaware limited liability company
(as Trustor)

to

FIRST AMERICAN TITLE INSURANCE COMPANY,
a Nebraska corporation,
(as Trustee)

for the benefit of

KAIROS CREDIT STRATEGIES OPERATING PARTNERSHIP, LP,
a Delaware limited partnership
(as Beneficiary)

Dated: As of January 27, 2023

Location: 175 South 200 East, Salt Lake City, UT 84111
205 East 200 South, Salt Lake City, UT 84111

County: Salt Lake County, Utah

Assessor's Parcel Nos: 16-06-129-022-0000
16-06-129-023-0000
16-06-129-024-0000

**First American Title Insurance Company
National Commercial Services
NCS-1147212-CO**

For purposes of Article 9 of the Utah Uniform Commercial Code, this Deed of Trust constitutes a Security Agreement and Financing Statement with Trustor being the Debtor and Beneficiary being the Secured Party. This Deed of Trust shall also constitute a Financing Statement filed as a fixture filing pursuant to Article 9 of the Utah Uniform Commercial Code.

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “Deed of Trust”) is made as of January 27, 2023, by **UNICO 205 EAST 200 SOUTH CENTER LLC**, a Delaware limited liability company, having a mailing address at 1215 Fourth Avenue, Suite 600, Seattle, WA 98161 (“Trustor”) to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (“Trustee”), having a mailing address at 215 South State Street, Suite 380, Salt Lake City, Utah 84111, in favor of **KAIROS CREDIT STRATEGIES OPERATING PARTNERSHIP, LP**, a Delaware limited partnership, having a mailing address at 30242 Esperanza, Rancho Santa Margarita, CA 92688 (together with its successors and assigns, “Beneficiary”).

RECITALS

WHEREAS, Trustor and Beneficiary are parties to a Term Loan and Security Agreement of even date herewith (said Term Loan and Security Agreement, as modified and supplemented and in effect from time to time, the “Loan Agreement”), which Loan Agreement provides for a loan in the original principal amount of up to **EIGHT MILLION ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$8,140,000.00)** (the “Loan”) to be made by Beneficiary to Trustor; and

WHEREAS, it is a condition to the obligation of Beneficiary to extend credit to Trustor pursuant to the Loan Agreement that Trustor execute and deliver this Deed of Trust.

WHEREAS, this Deed of Trust secures a first priority lien on the Property (as herein defined below).

GRANT

NOW, THEREFORE, in consideration of the making of the Loan by Beneficiary to Trustor and the covenants, agreements, representations and warranties set forth in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and for the purpose of securing the payment and performance of the following (collectively, the “Loan Obligations”): (a) all principal (including, without limitation, any advance to Trustor now or hereafter made), interest thereon and all other sums due and payable, and all obligations owing by Trustor, under any Loan Document and amendments, modifications, extensions, substitutions, exchanges and renewals thereof (each of which shall enjoy the same priority as the advance made on the Closing Date as evidenced by the Note); and (b) all covenants, agreements and other obligations of Trustor under the Loan Documents;

Trustor hereby irrevocably grants, bargains, sells, releases, conveys, warrants, assigns, transfers, mortgages, pledges, sets over and confirms unto Trustee, its successors and assigns, in trust, **WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION**, to have and to hold forever for the security and benefit of Beneficiary and its successors and assigns, all of Trustor's right, title and interest in and to the following property, rights, interests and estates, now existing or hereafter coming into existence (the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Property"): (i) all the land located in the County and State identified on Exhibit A attached hereto, as more particularly described on such Exhibit A (the "Land"), (ii) the Accounts, (iii) the Account Collateral, (iv) the Appurtenant Rights, (v) the Contracts, (vi) the Equipment, (vii) the Improvements, (viii) the Instruments, (ix) the Inventory, (x) the General Intangibles, (xi) the Leases, (xii) the Permits (to the fullest extent assignable), (xiii) the Rents, (xiv) the Proceeds, (xv) the Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, Goods, Investment Property, Letter of Credit Rights, Payment Intangibles and Supporting Obligations (as all such terms in this clause (xv) are defined in the UCC) and (xvi) any and all other rights of Trustor in and to the items set forth in clauses (i) through (xv) above, all whether now owned or hereafter acquired, and all other property which is or hereafter may become subject to a Lien in favor of Beneficiary pursuant to any Loan Document.

TO HAVE AND TO HOLD the Property and all parts thereof unto Trustee, its successors and assigns, for the benefit of Beneficiary, their successors and assigns forever;

And Trustor does hereby bind itself, its successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Property unto Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof;

And Trustor does hereby bind itself, its successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Property unto Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof;

PROVIDED, HOWEVER, that these presents are upon the express condition that, if Trustor shall pay or cause to be paid to Beneficiary all sums due Beneficiary with respect to the Loan under the Loan Documents and keep, perform and observe all the covenants and promises in each of the Loan Documents, then this Deed of Trust, and all the properties, interests, and rights hereby granted, bargained, and sold shall cease, terminate and be void and Beneficiary shall instruct Trustee to effect a full and proper termination, release and reconveyance; otherwise the same shall remain in full force and effect.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

Article I.
DEFINITIONS

Section 1.01 Certain Defined Terms. For all purposes of this Deed of Trust, all capitalized terms shall have the meaning ascribed thereto in the Loan Agreement or the Note, as applicable, unless defined herein, and:

“Account Collateral” means the Deposit Accounts (as defined in the Loan Agreement), together with all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held in the Deposit Accounts, all interest, dividends, cash, instruments, investment property and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing.

“Accounts” means all of Trustor’s “accounts,” as such term is defined in the UCC.

“Appurtenant Rights” means all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, air rights, development rights and powers, and, to the extent now or hereafter owned by Trustor, all minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used in connection with, or located on, under or above the Land or any part or parcel thereof, and all “as extracted collateral” (as defined in the UCC), and all ground leases, subleases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof.

“Contracts” means, collectively, (a) all contracts between Trustor and third parties in connection with the management, construction, repair, renovation, use, operation or maintenance of the Property, in each case as the same may thereafter from time to time be amended or modified; and (b) all warranties, guarantees, and other rights of Trustor or Manager against manufacturers, dealers, suppliers, and others in connection with the above contracts and agreement or the work done or to be done and the materials supplied or to be supplied to or for the Property.

“Equipment” means all of Trustor’s “equipment,” as such term is defined in the UCC, and, to the extent not included in such definition, all fixtures, appliances, machinery, “software” (as defined in the UCC), furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired by Trustor, including without limitation, all beds, linens, radios, televisions, carpeting, telephones, cash registers, computers, electronic data-processing or other office equipment, lamps, glassware, restaurant and kitchen equipment, and building equipment, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, washing machines, dryers, stoves, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts, and compressors, materials and supplies, and all other machinery, apparatus, equipment, fixtures and fittings now owned or hereafter acquired by Trustor wherever located, any portion thereof or any appurtenances thereto, together with all additions, replacements, parts, fittings, accessions, attachments, accessories, modifications and alterations of any of the foregoing.

“General Intangibles” means all of Trustor’s “general intangibles,” as such term is defined in the UCC, and, to the extent not included in such definition, all intangible personal property of Trustor (other than Accounts, Rents, Instruments, Inventory, money and Permits), including, without limitation, choses in action, settlements, judgments, contract rights, rights to performance (including, without limitation, rights under warranties) refunds of real estate taxes and assessments and other rights to payment of money, copyrights, trademarks, trade names, service marks, trade secrets, and patents, the goodwill associated with any of the foregoing, and all applications for any of the foregoing, in each case whether now existing or hereafter in existence.

“Improvements” means all buildings, structures and improvements of every nature whatsoever situated on the Land on the Closing Date or thereafter, including, without limitation, to the extent of Trustor’s right, title or interest therein or thereto, all gas and electric fixtures, radiators, heaters, washing machines, dryers, refrigerators, ovens, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements.

“Instruments” means all of Trustor’s “instruments,” as such term is defined in the UCC, and, to the extent not included in such definition, all instruments, chattel paper, documents or other writings obtained by Trustor from or in connection with the ownership or operation of the Property evidencing a right to the payment of money, including, without limitation, all notes, drafts, acceptances, documents of title, and policies and certificates of insurance, including but not limited to, liability, hazard, rental and credit insurance, guarantees and securities, now or hereafter received by Trustor or in which Trustor has or acquires an interest pertaining to the foregoing.

“Inventory” means all of Trustor’s “inventory,” as such term is defined in the UCC.

“Permits” means all licenses, registrations, permits, allocations, filings, authorizations, approvals and certificates used in connection with the ownership, operation, construction, renovation, use or occupancy of the Property, including, without limitation, building permits, business licenses, state health department licenses, food service licenses, liquor licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private Person concerning the ownership, construction, operation, renovation, use or occupancy of the Property.

“Proceeds” means all of Trustor’s “proceeds” as such term is defined in the UCC and, to the extent not included in such definition, all proceeds, whether cash or non-cash, movable or immovable, tangible or intangible (including insurance proceeds, condemnation proceeds, and proceeds of proceeds), from the Security Interest Property (as defined herein), including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Security Interest Property and all income, gain, credit, distributions and similar items from or with respect to the Security Interest Property.

“Rents” means, with respect to the Property, all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), receipts, issues, income, royalties, profits, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Trustor in any court proceeding involving any tenant, lessee, licensee or concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under the Leases, including, without limitation, (i) rights to payment earned under the Leases for space in the Improvements for the operation of ongoing businesses, such as restaurants, newsstands, barber shops, beauty shops and pharmacies, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Property, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, meeting rooms, banquet rooms, food and beverage facilities, recreational facilities, vending machines in any way connected with the Property.

“UCC” means the Uniform Commercial Code in effect in the jurisdiction in which the Property or any of the Security Interest Property is located, as applicable.

Section 1.02 Interpretation of Defined Terms.

Singular terms shall include the plural forms and vice versa, as applicable, of the terms defined.

All references to other documents or instruments shall be deemed to refer to such documents or instruments as they may hereafter be extended, renewed, modified or amended, and all replacements and substitutions therefor.

Article II.
COVENANTS AND AGREEMENTS OF TRUSTOR

Section 2.01 Payment of Secured Loan Obligations; Incorporation by Reference. Trustor shall pay when due the principal, interest thereon and all other sums, charges, fees and other Obligations due and/or payable by Trustor under any Loan Document all as in accordance with the Loan Documents.

Section 1.2 Duty to Defend; Filing; Re-Filing; Etc.

(a) Trustor will defend the title to the Property and the validity and priority of the lien or estate hereof against the claims and demands of all Persons whomsoever.

(b) Trustor shall execute, acknowledge and deliver, from time to time, such further instruments as Trustee or Beneficiary may reasonably require to accomplish the purposes of this Deed of Trust. Trustor hereby irrevocably authorizes and appoints Beneficiary as its attorney-in-fact, coupled with an interest, for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary at law and in equity, including, without limitation, such rights and remedies available to Beneficiary pursuant to this Deed of Trust.

(c) Trustor shall pay prior to delinquency (subject to Trustor’s right of contest set forth in the Loan Agreement) all intangible taxes, recording taxes, filing, registration and recording fees, all re-filing, re-registration and re-recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Deed of Trust, any security agreement, mortgage, modification or amendment supplemental hereto and any document, instrument and agreement of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of the execution, delivery, filing, registration and recording of the Note, this Deed of Trust or any of the other Loan Documents, any security agreement or mortgage or deed of trust modification or amendment supplemental hereto.

(d) Trustor hereby indemnifies and holds Beneficiary harmless from any sales or use tax that may be imposed on Beneficiary by virtue of the Loan other than taxes imposed on the income, stock or assets of Beneficiary.

Section 2.03 No Transfer. Trustor shall not and shall not cause, allow, or permit a Transfer, except as expressly permitted pursuant to the Loan Agreement. In the event of any violation of this Section 2.3, subject to any applicable notice and cure period, Beneficiary may, at its option, accelerate and declare the outstanding Indebtedness immediately due and payable, without notice or demand, and whether or not Beneficiary shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any Loan Document with respect to any Property or all or any portion of the Security Interest Property.

Article III.
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Trustor hereby absolutely assigns to Beneficiary all of Trustor's right, title and interest in all current and future Leases and Rents, it being intended that this Deed of Trust constitute a present, absolute assignment and not an assignment for additional security only. This Article 3 presently gives Beneficiary the right to collect Rents and to apply Rents in partial payment of the Loan Obligations in accordance with the Loan Agreement. Trustor intends that the Rents and Leases be absolutely assigned and no longer be, during the term of this Deed of Trust, property of Trustor or Trustor's estate, as defined by 11 U.S.C. §541. If any law exists requiring Beneficiary to take actual possession of the Property (or some action equivalent to taking possession of the Property, such as securing the appointment of a receiver) for Beneficiary to "perfect" or "activate" the rights and remedies of Beneficiary as provided herein, Trustor waives the benefit of such law. Such assignment to Beneficiary shall not be construed to bind Beneficiary to perform any covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Beneficiary, and notwithstanding this Deed of Trust, Trustor shall remain liable for any obligations undertaken by Trustor pursuant to any Lease. Subject to the terms of this Article 3 and the Loan Agreement, Beneficiary grants to Trustor a license, revocable as hereinafter provided, to operate and manage the Property and to collect and use the Rents. If an Event of Default occurs and is continuing (except, for any Event of Default described in Section 8.1(d) or 8.1(e) of the Loan Agreement, for which the revocation hereinafter described shall be automatic and simultaneous with the occurrence of any such Event of Default), the license granted to Trustor herein may, at Beneficiary's written election delivered to Trustor, be revoked by Beneficiary, and Beneficiary shall immediately be entitled to possession of all Rents then or thereafter payable (including Rents past due and unpaid) whether or not Beneficiary enters upon or takes control of the Property. Any Rents collected by Trustor from and after the date on which an Event of Default occurred and is continuing shall be held by Trustor in trust for Beneficiary. Trustor hereby grants and assigns to Beneficiary the right, at Beneficiary's option, upon revocation of the license granted herein, subject to the rights of tenants under the Leases, to enter upon the Property in person, by agent or by court appointed receiver to collect Rents with or without taking the actual possession of the Property or any equivalent action. Beneficiary may apply any Rents collected after the license granted herein is revoked in Beneficiary's sole and absolute discretion to pay the Loan Obligations in such order and in such manner as Beneficiary shall elect. Without limiting the foregoing, this assignment of Rents and Profits is intended to be effective to create a present security interest in the Rents of the Land consistent with Chapter 26 of the Utah Uniform Assignment of Rents Act. Upon recording of this Deed of Trust in the official records of the county where the Property is located, (i) this Deed of Trust shall give constructive notice of the terms of the foregoing assignment and (ii) the interest granted by this Deed of Trust shall be perfected as of the time of recordation.

Article IV.
ASSIGNMENT OF CONTRACTS

Trustor hereby absolutely assigns to Beneficiary all of Trustor's right, title and interest in and to the Contracts to the maximum extent allowable under all Legal Requirements and to the maximum extent allowable under the terms of each individual Contract, it being intended that this assignment be an absolute assignment from Trustor to Beneficiary and not merely the granting of a security interest. Until the occurrence and during the continuance of an Event of Default, Trustor may retain, use and enjoy the benefits of the Contracts. Upon the occurrence and during the continuance of an Event of Default (other than an Event of Default described in Sections 8.1(d) or 8.1(e) of the Loan Agreement for which the revocation hereinafter described shall be automatic and simultaneous with the occurrence of any such Event of Default), the license described in the preceding sentence shall, upon Beneficiary's written election delivered to Trustor, be automatically revoked, and Beneficiary may elect to exercise any and all of Beneficiary's rights and remedies hereunder.

Article V.
SECURITY AGREEMENT AND FIXTURE FILING

As additional security, Trustor, as debtor, hereby grants to Beneficiary, as secured party, a continuing security interest in the portion of the Property which is or may be subject to the provisions of the UCC which are applicable to secured transactions, and in any property as to which a security interest can be created or perfected, now existing or hereafter coming into existence, and all substitutions replacements, renewals and additions to and all products and Proceeds of the foregoing (collectively, the "Security Interest Property"). This Deed of Trust is intended to be and shall be effective as a security agreement and "fixture filing" under the UCC or other law applicable to the creation of liens on and security interests in personal property and fixtures. As further security for the payment and performance of the Loan Obligations, this Deed of Trust shall constitute a financing statement under the UCC with Trustor, as debtor, and Beneficiary, as secured party. To the extent permitted by law, Trustor hereby authorizes Beneficiary to file financing and continuation statements necessary to continue the lien of and security interest evidenced by this Deed of Trust with respect to the Security Interest Property (and confirms that Beneficiary is a person entitled to file a record, and that Trustor has authorized all such filings, within the meaning of Section 9-509 of the UCC), including, without limitation, financing statements describing the Security Interest Property as "all assets" or words of similar meaning. The principal places of business and mailing addresses of Trustor, as debtor, and Beneficiary, as secured party, respectively, are as set forth on page one hereof. Trustor's location, for purposes of Section 9-307 of the UCC, is Trustor's state of formation/incorporation/organization as set forth on page 1 hereof. Information relative to the security interest created hereby may be obtained by application to Beneficiary.

Article VI.
REMEDIES

Section 6.01 Acceleration of Maturity. If an Event of Default shall have occurred and is continuing, then the entire Obligations shall, at the option of Beneficiary, become due and payable without notice or demand, time being of the essence; and any omission on the part of Beneficiary to exercise such option when entitled to do so shall not be considered as a waiver of such right. To the extent permitted by applicable law, Trustor hereby expressly waives presentment, demand for payment, notice of protest, notice of dishonor, notice of intent to accelerate the maturity of the Indebtedness and notice of acceleration of the maturity of the indebtedness secured hereby. Notwithstanding anything contained to the contrary herein,

the Indebtedness shall be accelerated and immediately due and payable, without any election by Beneficiary, upon the occurrence of an Event of Default described in Sections 8.1(d) or 8.1(e) of the Loan Agreement.

Section 6.02 Default Remedies.

(a) If an Event of Default shall have occurred and be continuing, this Deed of Trust may, to the maximum extent permitted by law, be enforced, and Beneficiary, or Trustee in response to Beneficiary's request (which Trustor agrees shall be presumed to have been made), may exercise any right, power or remedy permitted to it hereunder, under the Loan Agreement or under any of the other Loan Documents or at law or in equity, and, without limiting the generality of the foregoing, Trustee or Beneficiary may, personally or by their agents, to the maximum extent permitted by law:

(i) Subject to the rights of tenants under the Leases, enter into and take possession of the Property or any part thereof, exclude Trustor and all Persons claiming under Trustor whose claims are junior to this Deed of Trust, wholly or partly therefrom, and use, operate, manage and control the Property or any part thereof either in the name of Trustor or otherwise as Beneficiary shall deem best, and upon such entry, from time to time at the expense of Trustor and the Property, make all such repairs, replacements, alterations, additions or improvements to the Property or any part thereof as Beneficiary may reasonably deem necessary and, whether or not Beneficiary has so entered and taken possession of the Property or any part thereof, collect and receive all Rents and apply the same to the payment of all expenses that Trustee or Beneficiary may be authorized to make under this Deed of Trust, the remainder to be applied to the payment of the Obligations until the same shall have been repaid in full, take possession of all security deposits held with respect to the Property, whether or not Trustee or Beneficiary enters upon or takes control of the Property and regardless of where any such security deposits are deposited or located; if Beneficiary demands or attempts to take possession of the Property or any part thereof in the exercise of any rights hereunder, Trustor shall promptly turn over and deliver possession thereof to Beneficiary;

(ii) effect new Permits and Contracts; amend, alter, renew, cancel or surrender existing Permits and Contracts; and make concessions to the Governmental Authorities, the Contractors, warrantors and others; and

(iii) personally or by agents, with or without entry:

(x) invoke the power of sale and pursuant to the procedures prescribed by law as a result thereof, sell the Property or any part thereof, or cause the Property or any part thereof to be sold at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner and in such order as may be required by law, or, in the absence of any such requirements, as Beneficiary may reasonably deem appropriate and from time to time adjourn any such sale by announcement at the time and place specified for such sale or for such adjourned sale without further notice, except such as may be required by law;

(y) proceed to protect and enforce Beneficiary's rights under this Deed of Trust, by suit for specific performance of any covenant contained herein or in the Loan Documents or in aid of the execution of any power granted herein or in the Loan Documents, or for the foreclosure of this Deed of Trust (as a mortgage or otherwise) and the sale of the Property or any part thereof under the

judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right as Beneficiary shall elect, provided, that in the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Deed of Trust shall continue as a lien on, and security interest in, the remaining portion of the Property; or

(z) exercise any or all of the remedies available to a secured party under the UCC, including, without limitation:

1) either personally or by means of a court appointed receiver, take possession of all or any of the Security Interest Property and exclude therefrom Trustor and all Persons claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor in respect of the Security Interest Property, or any part thereof, subject to the rights of tenants under the Leases; if Beneficiary demands or attempts to take possession of the Security Interest Property in the exercise of any rights hereunder, Trustor shall promptly turn over and deliver possession thereof to Beneficiary;

2) without further notice to or demand upon Trustor (except those otherwise required hereby or by the Loan Agreement), make such payments and do such acts as Trustee or Beneficiary may reasonably deem necessary to protect its security interest in the Security Interest Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance that is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority paying all actual out-of-pocket expenses incurred in connection therewith, which expenses shall thereafter become part of the Loan Obligations secured by the lien of this Deed of Trust;

3) require Trustor to assemble the Security Interest Property or any portion thereof, at a place designated by Trustee or Beneficiary and reasonably convenient to both parties, and promptly to deliver the Security Interest Property to Beneficiary, or an agent or representative designated by Beneficiary, and its agents and representatives, shall have the right to enter upon the premises and property of Trustor to exercise Beneficiary's rights hereunder (subject to the rights of tenants under the Leases);

4) subject to the rights of tenants under the Leases, sell, lease or otherwise dispose of the Security Interest Property, with or without having the Security Interest Property at the place of sale, and upon such terms and in such manner as Beneficiary may determine (and Beneficiary may be a purchaser at any such sale, provided, however, that Trustee, at the request and direction of Beneficiary, may dispose of the Security Interest Property in accordance with Beneficiary's rights and remedies in respect of the Property pursuant to the provisions of this Deed of Trust in lieu of proceeding under the UCC); and

5) Beneficiary shall give Trustor at least ten (10) days prior notice of the time and place of any sale of the Security Interest Property or other intended disposition thereof, which notice Trustor agrees is commercially reasonable.

(b) If an Event of Default shall have occurred and is continuing, Beneficiary, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the

Property, without notice or demand, and without regard to the adequacy of the security for the Loan Obligations or the solvency of Trustor. Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

(c) In any sale under any provision of this Deed of Trust or pursuant to any judgment or decree of court, the Property, to the maximum extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as Beneficiary may elect, without regard to the right of Trustor or any Person claiming under Trustor to the marshalling of assets. The purchaser at any such sale shall take title to the Property or the part thereof so sold free and discharged of the estate of Trustor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Upon the completion of any such sale by virtue of this Section 6.2(c), Trustee or Beneficiary, as the case may be, shall execute and deliver to the purchaser an appropriate instrument that shall effectively transfer all of Trustor's estate, right, title, interest, property, claim and demand in and to the Property or portion thereof so sold, but without any covenant or warranty, express or implied. Trustor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the reasonable judgment of Beneficiary, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Deed of Trust, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of Trustor in, to and under the Property, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against Trustor and against any and all Persons claiming or who may claim the same, or any part thereof, by, through or under Trustor. The powers and agency herein granted are coupled with an interest and are irrevocable.

(d) All rights of action under any Loan Document may be enforced by Trustee or Beneficiary without the possession of the original Loan Documents and without the production thereof at any trial or other proceeding relative thereto.

Section 6.03 Application of Proceeds.

(a) All proceeds of any repayment of or recoveries on the Loan shall be applied to repay the Indebtedness and if an Event of Default exists in such order and in such manner as Beneficiary shall elect in Beneficiary's discretion.

(b) No sale or other disposition of all or any part of the Property pursuant to this Section 6.3 shall be deemed to relieve Trustor of its obligations under any Loan Document except to the extent the proceeds thereof are applied to the payment of such obligations. If the proceeds of sale, collection or other realization of or upon the Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Trustor shall remain, to the extent permitted by law, liable for any deficiency.

(c) Upon any sale made under the powers of sale herein granted and conferred, the receipt given by Beneficiary (or Trustee) will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and their heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of

Beneficiary, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

Section 6.04 Right to Sue. Trustee and Beneficiary shall each have the right from time to time to sue for any sums required to be paid by Trustor under the terms of this Deed of Trust as the same become delinquent, without regard to whether or not the entire Obligations shall be, or have become, due and without prejudice to the right of Beneficiary thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Event of Default existing at the time such earlier action was commenced.

Section 6.05 Powers of Beneficiary. Beneficiary may at any time or from time to time renew or extend (and direct Trustee to renew or extend) this Deed of Trust or (with the agreement of Trustor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release or reconvey, or cause Trustee to release or reconvey, any portion of the Property or any other security, and grant such extensions and indulgences in relation to the Loan Obligations, or release any Person liable therefor as Beneficiary may determine without the consent of any junior lienor or encumbrancer, without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the lien and estate of this Deed of Trust on or in any part of the Property, and without affecting the liability of any other Person liable for any of the Loan Obligations (except as otherwise set forth in any such modification).

Section 6.06 Remedies Cumulative.

(a) No right or remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Deed of Trust, or under applicable law, whether now or hereafter existing; the failure of Trustee or Beneficiary to insist at any time upon the strict observance or performance of any of the provisions of this Deed of Trust or to exercise any right or remedy provided for herein or under applicable law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) To the maximum extent permitted by law, Trustee and Beneficiary shall each be entitled to enforce payment and performance of any of the obligations of Trustor and to exercise all rights and powers under this Deed of Trust or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Loan Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the right of either Trustee or Beneficiary to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being stipulated that Trustee and Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Trustee or Beneficiary in such order and manner as Beneficiary, in its discretion, may determine; every power or remedy given by any Loan Documents to Trustee or Beneficiary, or to which Trustee or Beneficiary is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary, and Trustee or Beneficiary may pursue inconsistent remedies.

Section 6.07 Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption. To the maximum extent permitted by law, Trustor shall not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, that may affect observance or performance of the provisions of this Deed of Trust; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Property or any portion thereof prior to any sale or sales thereof that may be made under or by virtue of Section 6.2; and Trustor, to the maximum extent permitted by law, hereby waives all benefit or advantage of any such law or laws. Trustor, for itself and all who may claim under it, hereby waives, to the maximum extent permitted by law, any and all rights and equities of redemption from sale under the power of sale created hereunder or from sale under any foreclosure of this Deed of Trust and (if an Event of Default shall have occurred and be continuing) all prior notice or notices of seizure, and all right to have the Property marshalled upon any foreclosure hereof. Neither Trustee nor Beneficiary shall be obligated to pursue or exhaust their rights or remedies as against any other part of the Property, and Trustor hereby waives any right or claim of right to have Trustee or Beneficiary proceed in any particular order.

Section 6.08 No Assumption by Beneficiary. Except as otherwise expressly set forth in any Loan Document, Beneficiary will not be deemed in any manner to have assumed any liabilities or obligations relating to the Property or any portion thereof. Trustor agrees that the exercise by Beneficiary of one or more of its rights and remedies under this Deed of Trust shall in no way be deemed or construed to make Beneficiary a mortgagee-in-possession.

Section 6.09 Waiver of Homestead. Trustor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Property as against the collection of the Loan Obligations, or any part thereof.

Section 6.10 Discontinuance of Proceedings. If either Trustee or Beneficiary shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, power of sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Trustor, Trustee and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Trustee and Beneficiary shall continue as if no such proceedings had occurred.

Article VII. TRUSTEE

Section 7.01 Successor Trustee. Trustee may resign in writing addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed by Beneficiary and recorded in the office of the county recorder where the Land is situated. In case of the death, resignation or removal of Trustee, a successor Trustee may be appointed by Beneficiary without other formality than an appointment and designation in a writing recorded in the county records, unless otherwise required by applicable law. Such appointment and designation will be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation, this Deed of Trust will vest in the named successor trustee all the right, title and interest of Trustee in the Property, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon Trustee; provided, however, that Beneficiary may at its option, appoint and designate several successor trustees, and in such manner, appoint and designate a different successor trustee for each county wherein a portion of the Property is located, as described in such written appointment and designation, and upon the making of any such appointment and designation and recordation in each such county records, this Deed of Trust will vest in each such named successor trustee all of the right, title and

interest of Trustee in that portion of the Property ascribed to such named successor trustee, and each such named successor trustee will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon Trustee in that portion of the Property ascribed to such named successor trustee. All references herein to Trustee will be deemed to refer to the trustee or trustees from time to time acting hereunder.

Section 7.02 Trustee's Powers. At any time, or from time to time without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Property, Trustee may (a) reconvey any part of the Property, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Section 7.03 Full Reconveyance by Trustee. To the extent Trustee's signature is necessary on any full reconveyance of this Deed of Trust then, upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention (or disposal in accordance with applicable law) and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

Section 7.04 Trustee's Fees. No fees or expenses shall become payable to Trustee under this Deed of Trust other than those fees and expenses actually incurred by Trustee in connection with the reconveyance of the Property pursuant to Section 7.3, or the exercise by Trustee of any remedy permitted to it hereunder or at law or in equity. Trustor shall pay all such fees and expenses actually incurred by Trustee and Trustee's agents and counsel in connection with the foregoing and all such costs, fees and expenses shall be secured by this Deed of Trust.

Section 7.05 Indemnity. Trustor shall indemnify Trustee against all out-of-pocket claims, actions, liabilities, judgments, costs, reasonable attorneys' fees or other charges of whatsoever kind or nature made against or incurred by Trustee, and arising out of the performance by Trustee of the duties of Trustee hereunder, other than those arising solely due to Trustee's gross negligence or willful misconduct.

Article VIII. MISCELLANEOUS

Section 8.01 Reconveyance by Beneficiary. Upon payment in full of the Obligations, Beneficiary (and Trustee, to the extent required by law to effect a full and proper termination, release and reconveyance) shall release the lien of this Deed of Trust and this Deed of Trust shall be null and void, or upon the request of Trustor, and at Trustor's expense, assign this Deed of Trust without recourse to Trustor's designee, or to the Person or Persons legally entitled thereto, by an instrument duly acknowledged in proper form for recording.

Section 8.02 Notices. Except as otherwise required by law, all notices, demands, consents, requests or other communications that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in Section 10.1 of the Loan Agreement.

Section 8.03 Amendments; Waivers; Etc. This Deed of Trust cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in proper form for recording, signed by Trustor and Beneficiary.

Section 8.04 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds Trustor and Beneficiary and each of their respective successors and assigns, and shall run with the Land.

Section 8.05 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties hereto and are not a part of this Deed of Trust.

Section 8.06 Severability. If any term or provision of this Deed of Trust or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Loan Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Property, then any payments made in respect of the Loan Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Deed of Trust (except to the extent otherwise required by applicable law) be deemed to be made (a) first, in respect of the portion of the Loan Obligations not secured by the lien of this Deed of Trust, (b) second, in respect of the portion of the Loan Obligations secured by the lien of this Deed of Trust, but which lien is on less than all of the Property, and (c) last, to the portion of the Loan Obligations secured by the lien of this Deed of Trust, and which lien is on all of the Property.

Section 8.07 Applicable Law. **IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS DEED OF TRUST AND THE LOAN, AS A WHOLE, AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS), AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF UTAH AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS DEED OF TRUST IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF UTAH SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, TRUSTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS DEED OF TRUST AND THE LOAN, AND THIS DEED OF TRUST AND THE LOAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.**

Section 8.08 Limitation of Interest. This Deed of Trust is subject to the limitations on the payment of interest set forth in the Note, which is incorporated herein by reference. All interest and other charges, fees, goods, things in action or any other sums, things of value and reimbursable costs that maker is or may become obligated to pay or reimburse in connection with the loan evidenced by the Note shall be deemed to constitute items of interest in addition to the rate(s) of interest specified above, which Trustor hereby contracts in writing to pay.

Section 8.09 Time of the Essence. Time is of the essence hereunder.

Section 8.10 WAIVER OF JURY TRIAL.

(a) THE BENEFICIARY AND TRUSTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS DEED OF TRUST. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE BENEFICIARY AND TRUSTOR, AND THE BENEFICIARY AND TRUSTOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE BENEFICIARY AND TRUSTOR FURTHER ACKNOWLEDGE THAT EACH HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

(b) Each of the parties hereto prefer that any dispute between them be resolved in litigation subject to the jury trial waiver set forth in Section 8.10(a) herein.

Section 8.11 Exhibit. The information set forth on the cover, heading and recitals hereof, and the Exhibits attached hereto, are hereby incorporated herein as a part of this Deed of Trust with the same effect as if set forth in the body hereof.

Article IX.
CONDEMNATION AND INSURANCE PROCEEDS.

Section 9.01 (i) All awards of damages and all other compensation payable directly or indirectly by reason of a permanent condemnation or proposed permanent condemnation (or transfer in lieu thereof) for public or private use affecting the Property; (ii) all other claims and awards for damages to or decrease in value of the Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Beneficiary. Except as otherwise set forth in the Loan Agreement, at the absolute discretion of Beneficiary, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Beneficiary may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Obligations in any order, and release all or any

part of the proceeds to Trustor upon any conditions Beneficiary may impose. Beneficiary may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided however, that in no event shall Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure other than Beneficiary's gross negligence or willful misconduct.

Article X.

STATE-SPECIFIC PROVISIONS

Section 10.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 10 and the other terms and conditions of this Deed of Trust, the terms and conditions of this Article 10 shall control and be binding.

Section 10.02 Remedies, Generally. Notwithstanding anything to the contrary contained in this Deed of Trust or any of the other Loan Documents, to the extent permitted by applicable law, Beneficiary shall have the right to exercise any and all of its rights and remedies granted it hereunder, as well as all remedies available to it under Utah Revised Statutes or any successor statutes.

Section 10.03 Power of Sale. Beneficiary may deliver to Trustee a written declaration of an Event of Default and demand for sale which requests that Trustee record and serve a written notice of sale, and cause any or all of the Property to be sold under the power of sale granted by this Deed of Trust in the manner herein below specified in this Section 10.3.

(a) Notice of Sale. Trustee shall give and record a notice of sale as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after the notice has elapsed, Trustee, without notice to or demand upon Trustor except as otherwise required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in any order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale (the obligations secured being the equivalent of cash for purposes of the sale). Trustor shall have no right to direct the order in which the Property is sold. Trustor or Beneficiary may purchase at the sale.

(b) Delivery of Deed. Trustee shall deliver to the purchaser of the Property a deed which conveys title to the Property without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of their truthfulness.

(c) Postponement of Trustee's Sale. Trustee may postpone the sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may in its discretion, give a new notice of sale.

(d) Application of Sale Proceeds. Subject to applicable law, the proceeds of Trustee's public auction of the Property shall be applied in the following manner: (i) payment of the portion of the Indebtedness attributable to the costs and expenses of the sale; (ii) repayment of the portion of the Indebtedness attributable to any sums expended or advanced by Beneficiary under the terms of this Deed

of Trust, plus interest at the Default Rate; (iii) payment of all other Indebtedness and all other obligations of Trustor secured by this Deed of Trust, in any order that Beneficiary chooses; and (iv) the remainder, if any, to satisfy the outstanding balance of obligations secured by any junior encumbrances in the order of their priority, then to Trustor or Trustor's successor in interest.

(e) Proof of Compliance with the Law. In the event of a sale of the Property or any part thereof, the recital in any deed transferring the Property, of (i) the occurrence of a default, (ii) the due delivery and/or recordation of breach and election of sale, and (iii) the elapsing of the required time period concerning such notices and the eventual sale, will be conclusive proof of the default, recording, election of sale, elapsing of time, and the due giving of notice, and that such sale was regularly and validly made upon proper demand by Beneficiary. Any deed with these recitals will be effectual and conclusive against Trustor, its successors, and assigns, and all other Persons. The receipt for the purchase money recited or in any deed executed to the purchaser will be sufficient discharge to the purchaser from all obligations to see to the proper application of the purchase money.

Section 10.04 Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceedings in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee under this Deed of Trust.

Section 10.05 Rights and Duties. It shall be no part of the duty of Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Property, or any part thereof, or against Trustee, or to see to the performance or observance by Trustor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. Trustee shall have the right to advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for its own gross negligence or willful misconduct and Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder and believed by Trustee in good faith to be genuine.

Section 10.06 Subrogation to Existing Liens; Vendor's Lien. To the extent that proceeds of the Note are used to pay Indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Beneficiary at Trustee's request, and Beneficiary shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Beneficiary is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Beneficiary, Trustor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the loan evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendor's lien is waived; and Beneficiary shall have, and is hereby granted, a vendor's lien on the Property as cumulative additional security for the secured

indebtedness. Beneficiary may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

Section 10.07 Substitute Trustee. Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary. In case of the death, resignation, removal or disqualification of Trustee, or if for any reason Beneficiary shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Beneficiary and recorded in the county records, and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Indebtedness secured hereby has been paid in full, or until the Property is fully and finally sold hereunder. In the event that the Indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in amount of such indebtedness shall have the right and authority to make or otherwise provide for the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this Section 10.7. Such appointment and designation by Beneficiary, or by the holder or holders of not less than a majority of the Indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Beneficiary is a corporation or association or trust and such appointment is executed in its behalf by an officer or trustee of such corporation or association or trust, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association or trust. Upon the making and recording of any such appointment and designation, all of the estate and title of Trustee in the Property shall vest in the named successor or substitute trustee, and it shall thereupon succeed to and shall hold, possess and execute, all of the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but, nevertheless, upon the written request of Beneficiary or of the successor or substitute trustee, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute trustee all of the estate and title in the Property of the trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said trustee hereunder to said successor or substitute trustee. All references herein to "Trustee" shall be deemed to refer to Trustee (including any successor substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 10.08 No Liability of Trustee. TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OR JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER, EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by it hereunder. Trustee hereby ratifies and confirms any and all acts which the herein-named Trustee or its successor or successors, substitute or substitutes, in this trustee, shall do lawfully by virtue hereof.

Section 10.09 Environmental Indemnity. Simultaneously with this Deed of Trust, Trustor and certain guarantors have executed that certain Environmental Indemnity. The obligations of Trustor and such

guarantors under the Environmental Indemnity are not part of the Obligations and are not secured by this Deed of Trust.

Section 10.10 Reconveyance Upon Payment of Indebtedness. In the event that Trustor shall cause to be paid the entire Obligations and perform in full all of its other obligations under the Loan Documents, Beneficiary shall release and shall cause Trustee to release the Property from the lien of this Deed of Trust and to reconvey (without warranty by or recourse against Trustee or Beneficiary) the Property to Trustor. Upon Trustee's receipt of Beneficiary's request for reconveyance, Trustee shall reconvey, without warranty, the Property or that portion held. When the Property has been fully reconveyed, the last reconveyance will operate as a reassignment of all future Rents to the Person legally entitled.

Section 10.11 Intentionally Omitted.

Section 10.12 Financing Statement. This Deed of Trust shall constitute a financing statement pursuant to the UCC and shall be filed as a fixture filing in the official records of the county in which the Property is located and covers goods which are or are to become fixtures on the Property.

Section 10.13 Intentionally Omitted.

Section 10.14 Waiver and Agreement. BENEFICIARY AND TRUSTOR HEREBY EXPRESSLY WAIVE ANY RIGHT IT MAY HAVE UNDER APPLICABLE LAW TO PREPAY THE NOTE, IN WHOLE OR IN PART, WITHOUT CHARGE, FEE OR PENALTY, UPON ACCELERATION OF THE MATURITY DATE OF THE NOTE, AND AGREES THAT, IF FOR ANY REASON A PREPAYMENT OF ALL OR ANY PART OF THE NOTE IS MADE, WHETHER VOLUNTARILY OR FOLLOWING ANY ACCELERATION OF THE MATURITY DATE OF THE NOTE BY BENEFICIARY ON ACCOUNT OF THE OCCURRENCE OF ANY EVENT OF DEFAULT ARISING FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY PROHIBITED OR RESTRICTED TRANSFER, FURTHER ENCUMBRANCE OR DISPOSITION OF THE PROPERTY OR ANY PART THEREOF SECURING THE NOTE, THEN TRUSTOR SHALL BE OBLIGATED TO PAY, CONCURRENTLY WITH SUCH PREPAYMENT, THE PREPAYMENT PREMIUM, IF ANY, PROVIDED FOR IN THE LOAN AGREEMENT AND ANY AND ALL OTHER CHARGES AND FEES DUE UNDER THE LOAN DOCUMENTS.

Trustor's Initials

Section 10.15 Conventions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Trustor" shall mean "each Trustor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Beneficiary" shall mean "Beneficiary and any subsequent holder of the Note," the word "Note" mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Beneficiary in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the

corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 10.16 State Specific Provisions. In the event of any inconsistencies between this Section 10.16 and any of the other terms and provisions of this Deed of Trust, the terms and provisions of this Section 10.16 shall control and be binding.

(a) For purposes of Utah Code Annotated Section 57-1-28, Trustor agrees that all default interest, late charges, prepayment premiums, and similar amounts, if any, owing from time to time under the Note, the Loan Agreement, this Deed of Trust, and other Loan Documents shall constitute a part of and be entitled to the benefits of Beneficiary's lien upon the Property and Beneficiary may add all such amounts to the principal balance of the Note, in its sole discretion, and Beneficiary may include such amounts in any credit which Beneficiary may make against its bid at a foreclosure sale of the Property pursuant to this Deed of Trust.

(b) This Deed of Trust is also to be recorded as a "fixture filing" in accordance with Utah Uniform Commercial Code Section 9a-502, and covers goods that are or are to become Fixtures.

(c) If Beneficiary or its title insurer determines that a preliminary notice has been filed in the State Construction Registry prior to the time of the recording of this Deed of Trust, Trustor covenants and agrees to cause the lien claimant that filed such preliminary notice to withdraw the preliminary notice pursuant to Utah Code Annotated Section 38-1a-503(2)(b) and Trustor shall provide to Beneficiary written evidence reasonably acceptable to Beneficiary and its title insurer that the lien claimant has accepted payment in full for construction services that the claimant furnished before the recording of this Deed of Trust pursuant to Utah Code Annotated Section 38-1a-503(2)(b).

(d) Trustor may contest any lien, encumbrance or other charge on the Property in accordance with the terms the Loan Agreement so long as Trustor: (i) previously records a notice of release of lien and substitution of alternate security as contemplated by Utah Code Annotated Section 38-1a-804 and otherwise complies with the requirements of Utah Code Annotated Section 38-1a-804 to release the Property from such lien or claim, and (ii) otherwise complies with all applicable requirements in the Loan Agreement. If Trustor shall fail to remove and discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of the Property from the effect of such lien, encumbrance or charge by obtaining a bond in the name of and for the account Trustor of and recording a notice of release of lien and substitution of alternate security in the name of Trustor, each as contemplated by Utah Code Annotated Section 38-1a-804 or other applicable law, or otherwise by giving security for such claim. Trustor shall, promptly upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all out-of-pocket costs and expenses actually incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including costs of any bond or additional security, together with interest thereon from the date of such expenditure at the Default Rate.

(e) Notwithstanding anything set forth in the Deed of Trust to the contrary, all rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded or enforced under the provisions of any applicable law.

(f) Article 3 of this Deed of Trust is subject to the Utah Uniform Assignment of Rents Act, Utah Code Ann. §§ 57-26-101 et seq., and in the event of any conflict or inconsistency between the provisions of this Deed of Trust and the provisions of such statutes, the statutory provisions shall control.

(g) PURSUANT TO UTAH CODE ANN. § 25-5-4, TRUSTOR, AS TRUSTOR, IS NOTIFIED THAT THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[REMAINDER OF THE PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing has been duly executed by Trustor as of the day and year first above written.

TRUSTOR:

UNICO 205 EAST 200 SOUTH CENTER LLC,
a Delaware limited liability company

By: Unico Northwest Fund VI LP,
a Delaware limited partnership,
Manager

By: Unico Northwest Fund VI GP LLC,
a Delaware limited liability company,
General Partner

By: Unico Investment Group LLC,
a Delaware limited liability company,
Managing Member

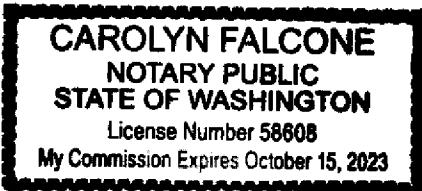
By: 
Name: Courtney Jolicoeur
Title: Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Courtney Jolicoeur is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Chief Financial Officer of Unico Investment Group LLC, a Delaware limited liability company, the Managing Member of Unico Northwest Fund VI GP LLC, a Delaware limited liability company, the General Partner of Unico Northwest Fund VI LP, a Delaware limited partnership, the Manager of UNICO 205 EAST 200 SOUTH CENTER LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12th day of January, 2023





Carolyn Falcone
Name (printed or typed)
NOTARY PUBLIC in and for the State of
Washington, residing at Kent, WA
My commission expires: 10-15-23

SIGNATURE PAGE TO DEED OF TRUST
(UNICO 205 EAST 200 SOUTH CENTER LLC)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

COMMENCING IN THE WEST LINE OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY AT A POINT 120 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH ALONG SAID WEST LOT LINE 161.50 FEET; THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LOT LINE 116.50 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 165 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID EAST LOT LINE 165 FEET; THENCE WEST 43 FEET; THENCE SOUTH 45 FEET; THENCE WEST 122 FEET TO THE WEST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID WEST LOT LINE 120 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF LOT 3, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY.

Said property is also known by the street address of:
Parcel 1: 175 South 200 East, Salt Lake City, UT 84111
Parcels 2 and 3: 205 East 200 South, Salt Lake City, UT 84111

Tax parcel numbers: 16-06-129-022-0000, 16-06-129-023-0000 and 16-06-129-024-0000