

WHEN RECORDED MAIL TO:

First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

RECORDATION REQUESTED BY:

First Interstate Bank
Missoula Downtown Branch
101 East Front Street
P.O. Box 4667
Missoula, MT 59806-4667

FOR RECORDER'S USE ONLY

1054414-m



DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is \$1,911,924.00.

THIS DEED OF TRUST is dated June 8, 2023, among All Nations Health Center, Inc., a Montana non-profit corporation, whose address is 830 W Central Ave, Missoula, MT 59801 ("Grantor"); First Interstate Bank, whose address is Missoula Downtown Branch, 101 East Front Street, P.O. Box 4667, Missoula, MT 59806-4667 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Flying S Title and Escrow of Montana Inc, whose address is 1006 West Sussex/ PO Box 549, Missoula, MT 59806 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Missoula County, State of Montana:

LOT 1 OF PAYNE SUBDIVISION, A PLATTED SUBDIVISION IN THE CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF.

LOT 2A OF THE AMENDED PLAT OF PAYNE SUBDIVISION, LOTS 2 AND 3, A PLATTED SUBDIVISION IN THE CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF.

The Real Property or its address is commonly known as 3627 and 3641 Union Pacific Street, Missoula, MT 59808. The Real Property tax identification number is 4208081 & 408187.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect

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the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and

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payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to

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maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall

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be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's

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designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding

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and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of

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Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, paralegal fees, and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Missoula County, State of Montana. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving

**DEED OF TRUST
(Continued)**

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formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Missoula County, State of Montana.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**DEED OF TRUST
(Continued)**

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Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First Interstate Bank, and its successors and assigns.

Borrower. The word "Borrower" means All Nations Health Center, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means All Nations Health Center, Inc..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 8, 2023, in the original principal

**DEED OF TRUST
(Continued)**

amount of **\$1,911,924.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 8, 2025.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Flying S Title and Escrow of Montana Inc, whose address is 1006 West Sussex/ PO Box 549, Missoula, MT 59806 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ALL NATIONS HEALTH CENTER, INC.

By: *[Signature]*
Azure Skye McGinty, Executive Director of All Nations Health Center, Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF Montana)
) SS
COUNTY OF Missoula)

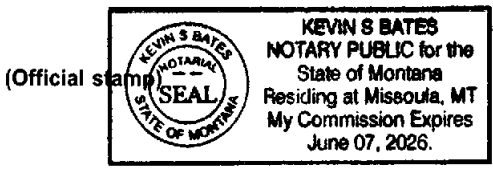
This record was acknowledged before me on June 8, 2023 by Azure Skye McGinty, Executive Director of All Nations Health Center, Inc..

[Signature]

(Signature of notarial officer)

Kevin S. Bates

Printed name and title of officer
(if not shown in stamp)



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(Continued)**

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REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

RETURN TO: Montana Facility Finance Authority
P.O. Box 200506
Helena, MT 59620-0506

202306661 B:1089 P:954 Pages:17 Fee:\$136.00
06/22/2023 01:25:08 PM Mortgage
Tyler R. Gernant, Missoula County Clerk & Recorder



MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, is dated as of June 8th, 2023, between, ALL NATIONS HEALTH CENTER, INC., a non-profit corporation organized and existing under the laws of the State of Montana with its principal offices at 830 W Central Ave, MISSOULA, MONTANA 59801 and tax ID # 81-0330646 (the "Borrower"), and the Montana Facility Finance Authority, a public body corporate and instrumentality of the State of Montana with offices at 2401 Colonial Drive, 3rd Floor, Helena, Montana 59620 (the "Authority").

WITNESSETH

WHEREAS, the Authority, is authorized by Montana Code Annotated, Title 90, Chapter 7, Parts 1, 2, and 3 and Section 17-6-308(4) (hereinafter, as the same may from time to time be amended or supplemented, referred to as the "Act"), to make loans to eligible institutions for eligible facilities (as defined in the Act) for the public purposes expressed in the Act; and to enter into a loan agreement for that purpose upon certain terms; and

WHEREAS, the Borrower has entered into a Loan Agreement of even date herewith (the "Agreement") with the Authority pursuant to which the Authority will make a loan to the Borrower for the purpose of financing, the purchase of property (the "Project") in the City of Missoula, Montana, (the "Loan") which will be of the character to accomplish the purposes provided by the Act; and

WHEREAS, the Authority has required, as a condition for the making of the Loan, that the Borrower secure the Loan and its obligation under the Agreement by this Mortgage and Security Agreement; and

WHEREAS, the amount estimated to be necessary to finance the cost of the Project as permitted by the Act, will require a Loan in the aggregate principal amount of \$300,000, and shall bear interest as specified in the Loan and shall mature on or about 6/15/2028

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

The Borrower, in consideration of the premises, the making of the Loan by the Authority, the execution of the Agreement by the Borrower and Authority, and as security for the payment of principal of and interest on the Loan by the Borrower and the observance and performance by the Borrower of each of its covenants and obligations under the Agreement, the Borrower does hereby

irrevocably grant bargain, sell, convey, and mortgage to the Authority, its successors and assigns with the power of sale in the real property and other interests therein described immediately below under items "First" through "Fourth".

FIRST

This Note is secured by a second position parity lien on PAYNE SUBDIVISION, S18, T13 N, R19 W, Lot 2A, ACRES 1.12, OF 2 & 3

SECOND

All buildings, structures, additions, improvements and fixtures now or hereafter located on the real estate described above, together with all rights in and to lands lying in streets, alleys, right of way, all tenements, hereditament, appurtenances, rights privileges and immunities thereunto belonging or appertaining whether now owned or hereafter acquired however evidenced, used or enjoyed with said property;

THIRD

All rights, interest and privileges of the Borrower in and to any and all leases, subleases, licenses, concessions or grants to occupy all or any part of the Project including, but not limited to, all rentals, revenues and income derived by the Borrower from the Project, and all rentals, revenues and income derived by the Borrower from the leasing, subleasing or licensing of the Project or any part thereof;

FOURTH

All proceeds from any property described in these Granting Clauses, including all insurance proceeds received in respect of such property, and any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred as for additional security hereunder by the Borrower or by anyone in its behalf or with its written consent to the Authority, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be to the Authority and its successors and to them and their assigns forever;

SUBJECT, HOWEVER, TO Permitted Encumbrances as defined in Section 1-1 hereof;

FOR THE PURPOSE OF SECURING: (a) Payment of the principal sum of \$300,000 with interest thereon according to the terms of the Agreement, and any extensions or renewals or modifications thereof, the last installment of principal of which, unless sooner paid, will be due and payable not later than 6/15/2028, (b) payment of all other sums, becoming due or payable under the provisions hereof, and (c) performance of each agreement and covenant of the Borrower contained herein and in the Agreement of even date herewith.

PROVIDED, HOWEVER, that if the Borrower shall pay, or cause to be paid, the principal on the Loan and the interest due or to become due thereon, at the times and in the manner

mentioned in the Agreement according to the true intent and meaning thereof, and if the Borrower, its successors or assigns, shall keep, perform and observe all the covenants and conditions pursuant to the terms of this Mortgage and Security Agreement to be kept, performed and observed by them, then upon the written request of the Borrower stating that all sums secured hereby have been paid, the Authority will surrender all evidences of indebtedness secured hereby for cancellation, and release the above describe property from this Mortgage.

The Borrower and the Authority mutually covenant and agree as follows:

ARTICLE ONE
DEFINITIONS, EXHIBIT AND RULES OF INTERPRETATION

Section 1-1. Definitions. In this Mortgage and Security Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Montana Code Annotated, Title 90, Chapter 7, Parts 1, 2 and 3 and Section 17-6-308(4) and all amendments thereto;

Agreement: the Loan Agreement, of even date herewith, between the Borrower and the Authority, including any amendments thereof or supplements thereto entered into in accordance with the provisions thereof;

Authority: the Montana Facility Finance Authority, a public body corporate and instrumentality of the State of Montana;

Borrower: ALL NATIONS HEALTH CENTER, INC. a non-profit corporation organized and existing under the laws of the State of Montana and designated as a 501(c)(3) corporation under the Internal Revenue Code of 1986, as amended;

Borrower Certificate: a written certificate or statement from the Borrower duly executed by a representative of the Borrower;

Business Day: any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Borrower is located are not open for business;

Default: any event which is, or after notice or lapse of time or both would be, an Event of Default under this Mortgage and Security Agreement or an "Event of Default" under Section 6 of the Agreement;

Facility: ALL NATIONS HEALTH CENTER, INC. located on the Land in MISSOULA, Montana being financed by the Loan;

Final Maturity Date: 6/15/2028

Financed Property: the Project or modifications and substitutions to the Project is provided by the Agreement;

Fixtures: any and all items or fixtures now owned or hereafter acquired by the Borrower now or hereafter attached to or installed within or used in connection with the Land, including, but not limited to, any and all heating, plumbing and lighting apparatus, elevators and motors, engines and machinery, electrical equipment, ventilating, air-conditioning and air cooling apparatus, water and gas apparatus, pipes, water heaters, mirrors, mantels, partitions, cleaning, intercom and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, water softeners, carpets, carpeting, storm windows and doors, window screens, screen doors, storm sash, window shades or blinds, awnings, locks, fences, trees, shrubs and all other non-consumable personal property of every kind and nature whatsoever permanently affixed to the Land, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, all of which are hereby declared and shall be deemed to be fixtures and an accession to the freehold and a part of the realty, as they may at any time exist;

Land: the real estate and interests in real estate describes as PAYNE SUBDIVISION, S18, T13 N, R19 W, Lot 2A, ACRES 1.12, OF 2 & 3 in the City of Missoula, Missoula County, Montana, according to the official plat thereof and any additional real estate added to this Mortgage by amendments hereto;

Loan: the loan by the Authority to the Borrower under the Agreement;

Loan Closing Date: the date of the simultaneous execution of the Agreement, Note and this Mortgage Agreement;

Loan Repayments: the payments required to be made by the Borrower pursuant to the Agreement;

Mortgage Agreement: this Mortgage and Security Agreement;

Net Proceeds: with respect to any insurance payment or condemnation award, the amount remaining therefrom after payment of all expenses (including attorneys' fees and any extraordinary fee or expense) incurred in the collection thereof;

Note: the evidence of indebtedness under the Agreement executed by the Borrower.

Payment Date: a date on which interest or principal, or both, is due on the Note;

Permitted Encumbrances: this Mortgage Agreement and, as of any particular time,

A. liens for taxes and special assessments not then delinquent or delinquent but being contested by the Borrower in accordance with Section 4-4 of this Mortgage and Security Agreement; and

B. any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question or if the lien

or right is being contested by the Borrower in accordance with Section 4-2 hereof;
and

C. any mortgage, deed of trust or security agreement from the Borrower to the Authority securing repayment of indebtedness which is junior and subordinate to the lien and security interest of this Mortgage and Security Agreement; and

D. Easements, restrictions and encumbrances recorded prior to the date hereof.

Principal Balance: the aggregate principal amount of the Note, less the aggregate amount of installments thereon theretofore paid that are attributable to payment of principal;

Project: the acquisition and financing or refinancing of the Land and the Facility as described in the Agreement;

Term: the duration of the Agreement, which shall be from the date thereof until the Final Maturity Date, unless the Agreement is sooner terminated in accordance with its terms;

Section 1-2. Rules of Interpretation.

A. This Mortgage Agreement shall be interpreted in accordance with and governed by the laws of the State of Montana.

B. The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Mortgage Agreement as a whole rather than to any particular section or subdivision hereof.

C. Any terms not defined herein but defined in the Agreement shall have the same meaning herein unless the context hereof requires otherwise.

D. Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

E. Unless the context hereof clearly requires otherwise, “or” is not intended to be exclusive, but is intended to permit either or both of the alternatives conjoined.

ARTICLE TWO
GENERAL COVENANTS

Section 2-1. Title and Instruments of Further Assurance. The Borrower represents, warrants, covenants and agrees that it is the lawful owner of the Land and will construct the Facility and that it has good, right and lawful title to the same; and it has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its estate or interest in the title to the Land or the Facility or Fixtures or any part thereof shall or may be impaired or changed or encumbered in any manner whatsoever (except by Permitted Encumbrances) without the prior written consent of the Authority; and that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Authority may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Authority all and singular the property herein described.

Section 2-2. Rights Under the Agreement. The Agreement sets forth the covenants and obligations of the Borrower and the Authority and reference is hereby made to the same for a detailed statement of said covenants and obligations. The Borrower agrees to perform and observe its obligations, agreements and covenants and agrees that the Authority in its name or in the name of the Borrower may enforce all obligations of the Authority under and pursuant to the Agreement for and on behalf of the Authority.

Section 2-3. Performance of and Authority for Covenants. The Borrower covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Agreement and this Mortgage Agreement.

Section 2-4. Recording and Filing. The Borrower covenants that it will do all things reasonably required of it, at its own expense, to cause this Mortgage Agreement and all supplements hereto to be kept, recorded and filed in such manner and in such places as may be required by law in order to preserve and fully protect the security of the Authority hereunder.

Section 2-5. Improvements and Fixture Covenants. The Borrower warrants, represents, and covenants as follows:

A. Except for Permitted Encumbrances, the Borrower is the sole owner of the Land and the Facility, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind. The Borrower will notify the Authority of, and will defend the Land and the Facility against, all claims and demands of all persons at any time claiming the same or any interest therein, except as otherwise permitted herein.

B. The Borrower will not sell, convey or in any manner transfer the Land or any portion of the Facility without the prior written consent of the Authority.

C. The Borrower will not remove any portion of the facility from the Land, without the prior written consent of the Authority, except such portions or items of the Facility

which are consumed or worn out in ordinary usage, all of which shall be promptly replaced with new items of equal or greater quality or value by the Borrower.

Section 2-6. Assignment of and Security Interest in Leases and Rents and Profits. As additional security for the Loan Repayments and the performance of the Borrower's other obligations, agreements and covenants hereunder, the Borrower does hereby grant, transfer and assign to the Authority all its right, title and interest in and to all existing and future leases, subleases, licenses, concessions or grants of rights to occupy all or any part of the Project and all extensions, modifications and renewals, if any, thereof (the Leases) and any guaranties of the tenants' obligations under any of the Leases. The Borrower does further grant, transfer and assign to the Authority all of the rents, revenues or profits now or hereafter accruing or owing from such Leases or otherwise as a result of any use, possession or occupancy of the Project or any part thereof (the "Rents").

So long as there exists no Event of Default, the borrower shall have the right to collect (but not prior to accrual) all Rents from the Project and to retain, use and enjoy the same. The Borrower hereby irrevocably appoints the Authority its attorney-in-fact in its name or in the Borrower's own name to use such measure, legal or equitable, to enforce payment of the Rents under the Leases. The payments under the Agreement shall be satisfied to the extent and in the amount of the Rents applied thereto in accordance with this Section 2-6.

ARTICLE THREE
POSSESSION AND USE OF THE PROJECT
AND POWERS OF TRUSTEE AND BENEFICIARY

Section 3-1. Possession and Use. Subject to the terms of the Agreement and this Mortgage Agreement the Borrower shall be permitted to possess, use and enjoy the Land and Facility and to receive and use the rents, issues, revenues, royalties and profits of the Project.

Section 3-2. Powers of Authority. Without affecting the liability of any person, including the Borrower, for the payment of any indebtedness secured hereby or the lien of this Mortgage Agreement for the full amount of any indebtedness unpaid, the Authority is empowered as follows: from time to time, without notice and without regard to the consideration, if any, paid therefore, and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person, other than the Borrower, liable for the payment of any of the indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the indebtedness; (c) alter, substitute or release any property securing the indebtedness; or (d) accept any additional security or resort to any security in such order as the Authority may reasonably determine.

Section 3-3. Protection of Security. If the Borrower defaults hereunder in any respect, or if the Authority in its sole judgment and discretion deems it necessary to disburse funds, appear in actions or take other action to protect the full security interest intended to be created by this instrument, then the Authority, without obligation to do so, without notice to or demand upon the Borrower, and without releasing the Borrower from any obligation hereunder, may make such appearances, disburse such funds and take such action as it may deem necessary to protect the security hereof, the Authority being authorized to enter upon the Project for such purposes. The

Borrower will on demand reimburse the Authority for all amounts reasonably expended, including reasonable attorneys' fees, pursuant to this paragraph, together with interest thereon at the rate stated in the Note for the indebtedness, and all such amounts shall be secured hereby.

Section 3-4. Release of Encumbrance on Portion of Land. So long as no default shall have occurred and be continuing under this Mortgage Agreement or the Loan Agreement, the Authority may release any portion of the mortgaged property requested by the Borrower from the provisions of this Mortgage Agreement as long as after giving effect to the release: (i) the outstanding principal amount of the Loan does not exceed 70% of the fair market value of the Land and Facility, as evidenced by an appraisal or other satisfactory documentation the Authority accepts, (ii) the Borrower certifies that such release shall not affect the Borrower's ability to effectively operate its programs and (iii) the Authority determines the release does not affect the Authority's security for the Loan.

Section 3-5. Substitution, Modification of Mortgaged Property. As described in Section 5(G) of the Loan Agreement, the Borrower shall have the privilege at its own cost and expense of making substitutions, additions, or modifications to the Land and Facility and the same shall be the property of the Borrower and subject to the terms of this Mortgage Agreement as part of the mortgaged property, provided, however, that:

A. such substitutions, additions, modifications and improvements shall not in any way damage the Land and Facility;

B. the Land and Facility as improved or altered upon completion of remodeling, substitutions, additions, modifications and improvements made pursuant to this Section shall be of a value not less than the market value of the Land and Facility immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements, subject, however, to Section 3-4 hereof;

C. such substitution, additions, modifications and improvements constitute an "eligible facility" under the Act; and

D. the Borrower shall give written notice of the proposed substitution to the Authority at least 15 days before such substitution.

Any property for which a substitution or replacement may be made pursuant to this Section may be disposed of by the Borrower in any manner and in the sole discretion of the Borrower.

The Borrower will not permit any lien, security interest or other encumbrance other than Permitted Encumbrances to be established or to remain against the Land, Facility, or the Fixtures for labor or materials furnished in connection with any substitutions, additions, modifications and improvements made by it to the mortgaged property; provided, that if the Borrower first notifies the Authority of its intention to do so, and if the Borrower posts a bond with the Authority in form satisfactory to the Authority, the Authority may in good faith contest any mechanics or other liens filed or established against the mortgaged property and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal

therefrom, unless the Borrower and the Authority determine that the mortgaged property or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Authority will, at the expense of the Borrower cooperate fully with the Borrower in any such contest.

ARTICLE FOUR
MAINTENANCE, MODIFICATION, TAXES, INSURANCE
AND FINANCIAL STATEMENTS

Section 4-1. Maintenance. During the term of the Agreement, the Borrower will keep the Project and the Facility in good repair and operating condition and in as safe condition as its operations will reasonably permit, making all repairs thereto and renewals and replacements thereof which may be necessary for this purpose, in the reasonable judgment of the Authority, so that the Project will remain suitable for use as a Facility of the character described in and contemplated by the Agreement, or such other uses as are consistent with the Act. The Borrower will maintain all permits and licenses for the ownership, operation and use of its properties required by any federal, state or local governmental unit or authority having jurisdiction with respect thereto.

Section 4-2. Liens. The Borrower will not permit any mechanics' or other liens to be filed or established or to remain against the Project or Facility for labor or materials furnished in connection with completion of the Project or any additions, modifications, improvements, repairs, renewals or replacements; provided that if the Borrower shall first notify the Authority of its intention so to do, it may in good faith contest any mechanics' or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Authority shall notify the Borrower that, in the Authority's opinion, by nonpayment of any such items the lien of this Mortgage Agreement as to any part of the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly pay all such unpaid items and cause them to be satisfied and discharged, or shall apply for and obtain a release of the lien by proceeding in accordance with Montana Code Annotated, Section 71-3-551. The Authority will cooperate fully with the Borrower in any such contest; provided that the Borrower shall undertake to pay all costs and expenses incurred by the Authority and save it harmless against any risks, claims or liabilities arising out of such contest.

Section 4-3. Modifications. The Borrower may from time to time, at its own expense, make any additions, modifications or improvements to the Project, located wholly within the boundary lines of the Land that it may deem desirable for its business purposes and that do not adversely affect the value of the Facility; provided that such additions, modifications or improvements will conform to the policies and purposes of the Act. All additions, modifications and improvements made by the Borrower within the boundary lines of the Land shall become a part of the Project and the lien and security interest of this Mortgage Agreement shall immediately attach thereto.

Section 4-4. Taxes and Other Governmental Charges and Utility Charges.

A. The Borrower will make promptly all payments due during the Term on taxes and special assessments lawfully levied upon or with respect to the Project and the Facility, other charges lawfully made by any governmental body for public improvements that may be or become secured by a lien on the Project, and utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Project, including but not limited to taxes or governmental charges on any property of the Borrower brought in or upon the Project, sales and other excise taxes on products thereof, and any taxes levied upon or with respect to income or profits from the Project which, if not paid, would become a lien thereon prior to or on a parity with the pledge and assignment of such revenues and receipts made in this Mortgage Agreement. With respect to special assessments or other government charges that may lawfully be paid in installments over a period of years, with or without interest, the Borrower shall be obligated to pay only such installments and interest as are required to be paid during the Term.

B. The Borrower shall have the right to contest by legal proceedings, at its own expense the validity or amount of any imposition of said real property taxes and assessments; provided, however, that any unpaid amount shall be placed in escrow.

Section 4-5. Insurance

A. As required in Section 4(G) of the Agreement, the Borrower shall procure and maintain in effect with respect to the Project and the Facility, policies of insurance against such risks and in such amounts as are customary for a prudent owner of properties comparable to those comprising the Project.

B. All policies of insurance covering the Project and Facility shall be written in the names of the Borrower and the Authority as their respective interests may appear. These policies shall provide that the proceeds of such insurance shall be payable to the Authority. The policies of insurance shall be endorsed to show the Authority as an additional insured.

C. All insurance required in this section 4-5 shall be taken out and maintained in responsible insurance companies selected by the Borrower and licensed to do business in the State of Montana. The Borrower will deposit with the Authority a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel, refuse to renew or materially modify the policy without giving written notice to the Authority, the Trustee and the Authority at least ten (10) days before the cancellation, nonrenewal or modification becomes effective. Before the expiration of any policy of insurance herein required, the Borrower shall furnish the Authority evidence satisfactory to the Authority that the policy has been renewed or replaced by another policy conforming to the provisions of this Section 4-5, or that there is not necessity therefore under the terms thereof. In lieu of separate policies, the Borrower may maintain blanket policies having the coverage required herein, in which event it shall deposit with Authority a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

Section 4-6. Advances. If the Borrower shall fail to make all repairs, pay all liens, taxes, assessments and other charges and maintain all insurance required in this Article Four, the Authority may, but shall not be obligated to, take such action as may be necessary to cure such failure, including advancement of money, and the Borrower shall be obligated to repay all such advances on demand, with interest at one and one-half times the rate specified in the Note from the date of each such advance.

ARTICLE FIVE
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 5-1. Borrower to Repair, Replace, Rebuild or Restore If there is any outstanding Principal Balance when all or any part of the Project is taken by eminent domain, or destroyed or damaged:

A. The Borrower shall proceed promptly, subject to the provisions of Subsection B, to replace repair, rebuild and restore the Project to substantially the same condition as existed before the taking or event causing the damage or destruction, with such changes, alterations and modifications (including substitution or addition of other property) as may be desired by the Borrower, will be suitable for continued operation of the Project for the business purposes of the Borrower, will be consistent with the policies and purposes of the Act, and are approved by the Authority.

B. All Net Proceeds of the condemnation award or insurance claim shall be paid directly to the Authority, and the Authority shall be entitled to commence, appear in and prosecute in their own name any action or proceedings. The Authority shall also be entitled to make any compromise or settlement in connection with such taking or damage. In the event any portion of the Project is so taken or damaged, the Authority shall have the option, in its sole and absolute discretion, to apply all such Net Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Net Proceeds, upon any indebtedness secured hereby and in such order as the Authority may determine, or to apply all such Net Proceeds, after such deductions, to the restoration of the Project upon such conditions as the Authority may determine. If the Net Proceeds are not sufficient to pay such costs in full, the Borrower will nonetheless complete the same and will pay that portion of the cost thereof in excess of the amount of the Net Proceeds. All Net Proceeds received from the condemnation of unimproved land and any balance of Net Proceeds remaining after payment of all costs of any repair, rebuilding, replacement or restoration shall be paid to the Authority and considered a loan prepayment and the Principal Balance of the Note shall be reduced thereby (such reduction to be made first to the last maturing installments of principal, without penalty).

C. The Borrower shall not, by reason of payment of any costs of repair, rebuilding, replacement or restoration, be entitled to any reimbursement from the Authority or any abatement of the Loan Repayments payable under the Agreement or the other sums payable

by the Borrower under the Agreement, nor shall such application of Net Proceeds cure or waive and default hereunder or invalidate any act done pursuant to such default.

D. All buildings, improvements and equipment acquired in the repair, rebuilding, replacement or restoration of the Project, together with any interests in land acquired by the Borrower as necessary for such restoration, shall be deemed a part of the Project and available for use and occupancy by the Borrower without the payment of any additional amounts other than those provided in the Agreement, to the same extent as if they had been specifically described and demised in the Agreement; provided that no land, interest in land, buildings, improvements or equipments shall be acquired subject to any lien or encumbrance, other than Permitted Encumbrances.

Section 5-2. Cooperation of the Authority. The Authority will cooperate fully with the Borrower in filing any proof of loss with respect to any insurance policy covering casualties referred to in Section 5-1 hereof and in the handling and conduct of any litigation, including appeals, arising with respect thereto, and in the handling and conduct of any prospective or pending condemnation proceedings affecting the Project or any part thereof, and will, to the extent they may lawfully do so, permit the Borrower to litigate in any such litigation or proceeding. Nevertheless the Authority may voluntarily settle or consent to the settlement of any proceeding arising out of any insurance claim, or any prospective or pending condemnation proceeding, with respect to the Project or any part thereof with or without the written consent of the Borrower.

ARTICLE SIX DEFAULT PROVISIONS AND REMEDIES OF Authority

Section 6-1. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an Even of Default:

A. If there is failure to pay any interest on the Note when due and the failure to pay such interest persists for a period of thirty (30) days after written notice thereof is given to the Borrower by the Authority; or

B. If there is failure to pay the principal of the Note when due and the failure to pay such principal persists for a period of thirty (30) days after written notice thereof is given to the Borrower by the Authority; or

C. If there is a failure by the Borrower in the due and punctual payment of any moneys required to be paid under the provisions of this Mortgage Agreement for a period of 30 days after written notice thereof is given to the Borrower by the Authority when due; or

D. If the Borrower shall fail to observe and perform any other covenant, condition or agreement on its part under this Mortgage Agreement for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, is given to the Borrower by the Authority, or

E. If all or any part of the Project or any interest therein is sold, conveyed, transferred or further mortgaged or encumbered, except by Permitted Encumbrances, without the prior written consent of the Authority, or if the Rents or any person other than the Borrower, or the Authority obtains any interest in or right to acquire the Project, without the prior written consent of the Authority; or

F. If an event of default occurs under Section 6 of the Agreement.

Section 6-2. Acceleration. Upon the occurrence of an Event of Default, the Authority may declare the principal of the Note and all sums advanced hereunder to be forthwith due and payable, and thereupon the Note and all sums advanced hereunder shall become immediately due and payable without presentment, demand or further notice of any kind, and interest shall accrue thereon to the date of payment.

Section 6-3. Authority's Remedies. In the event of the happening of any Event of Default then and in every such case the Authority may:

A. Proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Note, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage Agreement, or for the enforcement of any other appropriate legal or equitable remedies; or

B. Exercise its rights and remedies provided by the Montana Uniform Commercial Code; or

C. Whether before or after the institution of legal proceedings, the Authority shall have the right, with or without taking possession of the Project or the Facility, to collect all Rents and profits from the operation of the Project or the Facility, whether due or to hereafter become due. The Authority, or its agent or receiver shall apply all Rents and profits collected, including those past due and unpaid, to the cost and expenses of collection, including reasonable attorneys' fees, to the payment of taxes, assessments, and insurance premiums and expenditures for the upkeep of the Project or the Facility to the performance of the Borrower's obligations under the Agreement, and to any indebtedness secured hereby, all in such order as the Authority may determine. After taking such possession, the Authority, its agents or such receiver shall have full authority to hold, operate, manage and control the Project and Facility and enforce any such leases or agreements for use and occupancy with full power to cancel and terminate any lease for cause or on grounds which would entitle the Borrower to cancel the same and to elect to disaffirm any lease subordinate to the lien hereof.

ARTICLE SEVEN
MISCELLANEOUS

Section 7-1. Supplements or Amendments to this Mortgage Agreement. This Mortgage Agreement may not be supplemented or amended without the written consent of the Borrower and the Authority.

Section 7-2. Further Assurances. The Borrower agrees upon reasonable request by the Authority to execute and deliver such further security agreements, financing statements under the Montana Uniform Commercial Code and other agreements as may be necessary or proper to carry out more effectively the purposes of this Mortgage Agreement or any property intended to be subjected hereto by the Granting Clause hereof or give notice or perfect the lien of this Mortgage Agreement.

Section 7-3. Security Interest and Fixture Financing Statement. This instrument is intended to be a security agreement pursuant to the Montana Uniform Commercial Code covering the Fixtures included as part of the Facility and that may be subject to a security interest pursuant to the Montana Uniform Commercial Code, and the Borrower hereby grants to the Authority a security interest in such items or types of property. This Mortgage Agreement, or a reproduction hereof, is sufficient as a financing statement and, as a financing statement, it covers goods which are or are to become Fixtures upon the Land.

Section 7-4. Severability. If any provision of this Mortgage Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Mortgage Agreement contained shall not affect the remaining portions of this Mortgage Agreement or part thereof.

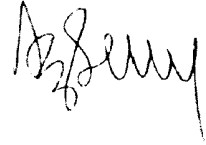
Section 7-5. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated in the first page hereof. The parties may, by written notice given by each to the others, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Mortgage Agreement.

Section 7-6. Counterparts. This Mortgage Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7-7. Montana Law. This Mortgage Agreement is made within the State of Montana pursuant to the Act, and the parties intend that the Montana law concerning mortgages govern this Security Agreement, and all rights and indebtedness secured hereby.


IN WITNESS WHEREOF, the parties hereto have caused this Mortgage Agreement to be duly executed, all as of the day and year first above written.

ALL NATIONS HEALTH CENTER, INC.



By: Azure S. McGinty
Its: Executive Director

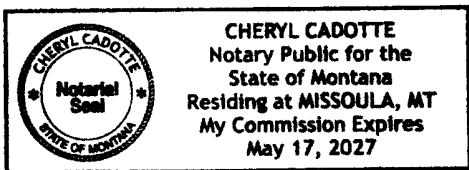
MONTANA FACILITY FINANCE
AUTHORITY



By: Adam Gill
Its: Executive Director

STATE OF MONTANA)
)
:SS
County of MISSOULA)

On this 6th day of June, 2023, before me, a notary public in and for the state, personally appeared Azure Skye McGinty, known to me to be the EXECUTIVE DIRECTOR of the ALL NATIONS HEALTH CENTER, INC. and executed the within instrument as an office of the corporation and acknowledged to me that corporation executed the same for the purposes with.

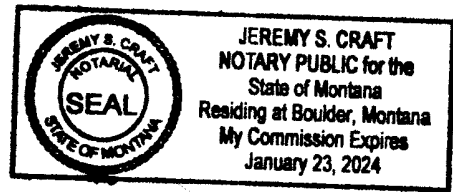


Cheryl Cadotte
Notary Public for the State of
Montana. Residing at
Missoula, Montana.
My Commission expires:
May 17 2027

Cheryl Cadotte
Typed/printed Notary's name

STATE OF MONTANA)
)
:SS
County of Lewis and Clark)

On this Fifteenth day of June, 2023, before me, a notary public in and for the state, personally appeared Adam Gill known to me to be the Executive Director of the Montana Facility Finance Authority and executed the within instrument and acknowledge to me that such Montana Facility Finance Authority executed the same for the purposes therein contained.



Jeremy S. Craft
Notary Public for the State of
Montana. Residing at
Boulder, Montana.
My Commission expires:
1/23/24

Jeremy S. Craft
Typed/printed Notary's name