

Loan No. 1783416-9002

**WHEN RECORDED, RETURN TO:**

Zions First National Bank  
Real Estate Banking Group  
One South Main Street, Suite 470  
Salt Lake City, Utah 84133  
Attn: Real Estate Banking Group Manager

*Order No. 101791*

**ASSIGNMENT OF MASTER LEASE  
(Salt Lake County Properties)**

This Assignment of Master Lease (the "Assignment") is made and executed this 23 day of August, 2012 (the "Closing Date"), by Terratron, Inc., a Utah corporation ("Borrower") and Zions First National Bank, a national banking association ("Lender").

RECITALS

A. Pursuant to the Promissory Note dated the Closing Date in which Borrower appears as "Borrower" and Lender appears as "Lender" and which is in the original principal amount of One Million Six Hundred Sixteen Thousand Dollars (\$1,616,000.00) (the "Note"), and pursuant to the Term Loan Agreement dated the Closing Date wherein Borrower appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender has loaned the proceeds of the Note to Borrower.

B. Pursuant to the Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date (the "Trust Deed") in which Borrower appears as "Trustor" and Lender appears as "Trustee" and "Beneficiary" and which encumbers the real property (the "Property") together with the improvements thereon located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Project"), Borrower has granted to Lender a lien on its leasehold interest in the Project to secure the Note.

C. The following leases currently affect the Project:

1. For the real property located at *217 East 400 South, Salt Lake City, 1340 East 3300 South, Salt Lake City, and 5610 West 3500 South, West Valley*, the Master Lease dated December 5, 1996, originally entered into between Terratron Milwaukee, Inc., a Utah corporation (successor by merger to Titus Foods, Inc., a Utah corporation and Terratron Midwest, Inc., a Wisconsin corporation), and

Borrower, collectively as "Lessor", and BDSB of Utah, L.C., a Utah limited liability company, as "Lessee" (the "BDSB Lease"). The original lessor's right, title and interest in the BDSB Lease was ultimately acquired by Borrower as successor by assignment and merger;

2. For the real property located at *7050 South Highland Drive, Cottonwood Heights*, the Store Lease (Land and Building) dated April 30, 1997, originally entered into between Terratron Midwest, Inc., a Wisconsin corporation, as "Landlord", and McDonald's Corporation, a Delaware corporation, as "Tenant" (the "McDonalds Lease"). The original lessor's right, title and interest in the McDonalds Lease was ultimately acquired by Borrower as successor by assignment and merger; and

3. For the real property located at *705 East Ft. Union Boulevard, Midvale, 2075 East 9400 South, Sandy, and 3975 West 4700 South, Taylorsville*, the Master Lease dated December 3, 1996, originally entered into between Terratron Milwaukee, Inc., a Utah corporation (successor by merger to Titus Foods, Inc., a Utah corporation and Terratron Midwest, Inc., a Wisconsin corporation), and Borrower, collectively as "Lessor", and RJR Restaurants, LC, successor by assignment from BWR, L.C., a Utah limited liability company, as "Lessee" (the "BWR Lease"). The original lessor's right, title and interest in the BWR Lease was ultimately acquired by Borrower as successor by assignment and merger.

D. There have been and/or may be lease agreements entered into by Borrower and tenants of the Project, and other leases affecting the Project, or any building or improvement located on the Property, all subject to the terms and conditions of the Loan Documents.

E. Lender desires and Borrower agrees to further secure the Note and the Loan Agreement with an assignment of the leases, including, without limitation, the BDSB Lease, the McDonalds Lease, and the BWR Lease.

#### AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Assignment. Borrower hereby absolutely and unconditionally assigns and transfers unto Lender all right, title, and interest of Borrower in and to all leases of the Project or any portion of the Project, now existing or hereafter created, including, without limitation, the BDSB Lease, the McDonalds Lease, and the BWR Lease, together with all room rents and other amounts received for the use of any rooms in the Project, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such leases and room rents, covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all right, title and interest of Borrower in and to all other leases or

subleases covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all security deposits made by the lessees thereunder (the "Lessee" or "Lessees") and together with all extensions, renewals, modifications or replacements thereof, as well as all guaranties of Lessee's obligations under any provisions thereof and under any and all extensions and renewals thereof (collectively the "Lease").

2. License to Collect. This Assignment shall inure to the benefit of Lender, its successors and assigns for the payment of the principal and interest provided to be paid in or by the Note, the performance of the agreements of Borrower contained in the Loan Agreement and the Trust Deed, and the performance of the agreements of Borrower contained in the Loan Documents and any other document evidencing, securing, or relating to the disbursal or administration of the proceeds of the Note (all of which agreements and obligations are collectively referred to as the "Obligation"), reserving to Borrower, however, a revocable, temporary right and license only to collect, except as hereinafter provided, the rents, income, and profits accruing by virtue of the Lease as they respectively become due (the "License"), but not in advance, and to enforce the agreements of the Lease, as long as Borrower does not default under the Obligation, or this Assignment.

3. Lender as Creditor of Lessee. Lender, and not Borrower, shall be the creditor of each Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Lessee. Lender, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Lender shall have the option to apply any monies received by it as such creditor towards the reduction of the principal or interest of the Obligation.

4. Default Remedies of Lender. If Borrower defaults on the Obligation or this Assignment, and until such default shall have been fully cured, the License of Borrower to collect rents, income, and profits shall cease and terminate. Lender would thereby be authorized at its option to enter and take possession of all or part of the Project, and to perform all acts necessary for the operation and maintenance of the Project in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Lender shall be authorized, but shall be under no obligation, to collect the rents, income, and profits arising from the Lease, and to enforce performance of any other terms of the Lease including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the Project, or any part thereof, relet all or part of the Project, and collect all rents, income, and profits under such new lease. Lender shall, after payment of all proper costs, charges, and any damages, apply the net amount of income to the sums then due to Lender under the Obligation as set forth in the Loan Agreement. Lender shall have sole discretion as to the manner in which such net income is applied, and the items that shall be credited thereby.

5. Termination of Assignment. When Borrower pays Lender for the full amount of the Obligation and such payment is evidenced by a recorded satisfaction or release of the Trust Deed, this Assignment shall no longer be in effect and shall be void.

6. Notice to Lessees of Borrower's Default. Borrower shall irrevocably authorize each Lessee, upon demand and notice from Lender of Borrower's default under the Obligation, to pay all

rents, income, and profits under the Lease to Lender. In such situation, Lender shall not be liable to Lessee for the determination of the actual existence of any default claimed by Lender. Lessees shall have the right to rely upon any such notices of Lender that Lessees shall pay all rents, income, and profits to Lender, without any obligation or right to inquire as to the actual existence of the default, notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against Lessees for any rents paid by Lessees to Lender. Upon the curing of all defaults caused by Borrower under the Obligation, Trust Deed, or Assignment, Lender shall give Lessees written notice of such cure, and thereafter, until further notice from Lender, Lessees shall pay the rents, income, and profits to Borrower.

7. Assignment of Borrower's Interest in Lease. Lender shall have the right to assign Borrower's right, title, and interest in the Lease to any subsequent holder of the Trust Deed and to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Borrower shall have been barred and foreclosed of all right, title, interest, and equity of redemption in the premises, no assignee of Borrower's interest in the Lease shall be liable to account to Borrower for the rents, income and profits thereafter accruing.

8. Indemnification of Lender. Borrower shall pay, protect, defend, indemnify and hold Lender harmless of and from any and all liability, loss, or damage that Lender may incur under the Lease or by reason of this Assignment other than such liability, loss, or damage as may be occasioned by Lender's gross negligence or willful misconduct. Such indemnification shall also cover any and all claims that may be asserted against Lender by reason of any alleged obligation to be performed by Lender under the Lease or this Assignment. Nothing in this paragraph shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender including, without limitation, any liability under the Lease's covenant of quiet enjoyment in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Trust Deed and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment shall not impose liability upon Lender for the operation and maintenance of the premises or for carrying out the Lease terms before Lender has entered and taken possession of the premises. Any loss or liability incurred by Lender by reason of actual entry and taking possession under the Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower. Such reimbursement shall include interest at the default rate set forth in the Note, costs, expenses, and reasonable attorneys' fees. Lender may, upon entry and taking of possession, collect the rents, income, and profits, and apply them toward reimbursement for the loss or liability.

9. Quality of Borrower's Title to Lease. Borrower represents itself to be the absolute owner of the Lease, with absolute right and title to assign it and the rents, income, and profits due or to become due thereunder; that the Lease is valid, in full force and effect, and has not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the rents, income, and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of any party; that Lessees have no defense, setoff or counterclaim against Borrower, that Lessees are in possession and paying rent and other charges under the Lease as provided therein; and that no rents, income, and profits payable

thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Lease. Borrower covenants not to cancel, abridge, surrender, or terminate the Lease or change, alter, or modify it, either to reduce the amount of the rents, income, and profits payable thereunder, or otherwise change, alter, abridge or modify the Lease, or make any subsequent assignment of the Lease, or consent to subordination of the interest of any Lessee in the Lease without the prior written consent of Lender. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, or subordination of the Lease without the written consent of Lender shall be null and void.

10. Delivery of Necessary Instruments to Lender. Borrower shall execute and deliver to Lender and hereby irrevocably appoints Lender, its successors, and assigns as its attorney in fact to execute and deliver during the term of this Assignment, all further instruments as Lender may deem necessary to make this Assignment and any further assignment effective. The power hereby granted is coupled with an interest in the Project and is irrevocable.

11. Transfer of Title to Lessees; Cancellation of Lease. The Lease shall remain in full force and effect despite any merger of Borrower's and any Lessee's interest thereunder. In the event the Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender to be applied, at the election of Lender, to reduce the amount of the principal of the Obligation in the inverse order of maturity or to be held in trust by Lender as further security without interest for the payment of the principal and interest provided to be paid on the Obligation.

12. Lease Guaranties; Assignment of Lease; Alterations of Premises. Borrower shall not alter, modify, cancel or terminate any guaranties of the Lease without the written consent of Lender. Nor shall Borrower consent to any Lease assignment or subletting, nor agree to a subordination of the Lease to any mortgage or other encumbrance, other than that of Lender, now or hereafter affecting the Project without Lender's prior written consent. Borrower shall not permit a material alteration of or addition to the Project by any Lessee without Lender's prior written consent unless the right to alter or enlarge is expressly reserved by such Lessee in the Lease.

13. Borrower to Ensure Continued Performance under Lease. Borrower shall not execute any other assignment of the Lease, of any interest therein, or of any rents payable thereunder. Borrower shall perform all of its covenants as Lessor under the Lease, and shall not permit to occur any release of liability of any Lessee, or any withholding of rent payments by any Lessee. Lender shall promptly receive from Borrower copies of all notices of default Borrower has sent to any Lessee. Borrower shall, at Lender's request, enforce the Lease and all remedies available to Borrower thereunder upon any Lessee's default thereunder.

14. Changes in Obligation Terms. Notwithstanding any variation of the terms of the Obligation and/or the Trust Deed including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the real property subject to the Trust Deed, the Lease and the benefits

hereby assigned shall continue as additional security in accordance with the terms of this Assignment.

15. Additions to and Replacement of Obligation. Lender may take security in addition to the security already given Lender for the payment of the principal and interest provided to be paid in or by the Obligation or by the Trust Deed or release such other security, and may release any party primarily or secondarily liable on the Obligation, may grant or make extensions, renewals, modifications, or indulgences with respect to the Obligation or Trust Deed and replacements thereof, which replacement of the Obligation or Trust Deed may be on the same or on terms different from the present terms of the Obligation or Trust Deed, and may apply to any other security thereof held by it to the satisfaction of the Obligation, without prejudice to any of its rights hereunder.

16. Future and Additional Leases. This Assignment shall apply and be effective with respect to any and all leases entered into by Borrower and any lessee which may cover or affect any portion of the Project, which lease(s) may be entered into at any time during the period the Obligation remains outstanding and secured by the Trust Deed, regardless of whether such lease(s) is/are in effect on the date this Assignment is executed. Upon the written request of Lender, Borrower shall give Lender prompt notice and provide Lender with a copy of any lease covering any portion of the Project it enters into, if the lease is not listed in this Assignment or is not in effect on the date of this Assignment. Upon notice from Lender to that effect, such lease shall be deemed included in this Assignment as though originally listed therein, and shall be subject to this Assignment in all respects.

17. Exercise of Lender's Rights. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Obligation and Trust Deed. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

18. Amendment, Modification, or Cancellation of Assignment. No amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be enforceable without Lender's prior written consent.

19. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Lender:	Zions First National Bank Real Estate Banking Group 180 North University Avenue, 3 <sup>rd</sup> Floor Provo, Utah 84601 Attn: Ryan J. Speirs
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With copies to: Callister Nebeker & McCullough  
Zions Bank Building  
10 East South Temple, Suite 900  
Salt Lake City, Utah 84133  
Attn: Nathan A. Scharton

Borrower: Terratron, Inc.  
340 Main Street, Suite 200  
P.O. Box 3208  
Park City, Utah 84060-3208  
Attn: David W. Peters

With copies to: Parsons Behle & Latimer  
201 South Main, Suite 1800  
Salt Lake City, Utah 84111  
Attn: Craig B. Terry

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

20. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Borrower and Lender.

21. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

22. Jurisdiction of Utah Courts. Borrower acknowledges that by execution and delivery of this Assignment, Borrower has transacted business in the State of Utah and Borrower hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Assignment.

23. Attorneys' Fees. Upon the occurrence of an Event of Default, Lender may employ an attorney or attorneys to protect Lender's rights under this Assignment, and Borrower shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Borrower by reason of such breach. Borrower shall also pay to Lender any attorneys' fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Borrower or any guarantor as a debtor. If Lender exercises the power of sale contained in the Trust Deed or initiates foreclosure proceedings, Borrower shall pay all costs incurred and attorneys' fees and costs as provided in the Trust Deed.

24. Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used herein have the meanings given them in the Loan Agreement.

DATED: August 22, 2012.

**BORROWER**

**TERRATRON, INC.,**  
a Utah corporation

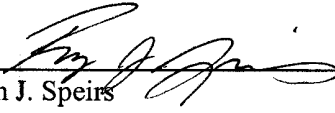
By: \_\_\_\_\_

  
David W. Peters, President

**LENDER**

**ZIONS FIRST NATIONAL BANK,**  
a national banking association

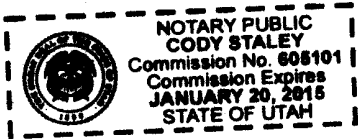
By: \_\_\_\_\_

  
Ryan J. Speirs  
Vice President



STATE OF UTAH )  
 : ss.  
COUNTY OF ~~SALT LAKE~~ )  
 SUMMIT

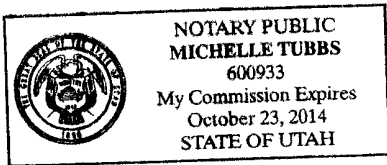
The foregoing instrument was acknowledged before me this 20 day of August, 2012, by David W. Peters, President of Terratron, Inc., a Utah corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 23 day of August, 2012, by Ryan J. Speirs, Vice President of Zions First National Bank, a national banking association.



*Michelle Tubbs*  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**  
**(Salt Lake County Properties)**

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

***[SEE ATTACHED]***

EXHIBIT A  
LEGAL DESCRIPTION

Parcel 1:                    5610 West 3500 South, West Valley City, UT 84128

Beginning at a point 2 rods North and 2 rods West from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 190 feet along the West line of 5600 West Street; thence West 190 feet; thence South 190 feet to the North line of 3500 South Street; thence East along said North line 190 feet to the point of beginning.

Less and Excepting the following:

All of that parcel of land conveyed by Dee's Inc., a Corporation organized and existing under the laws of the State of Utah to West Valley City municipal Corporation in that certain Warranty Deed dated November 20, 1980, recorded December 17, 1980, as Entry No. 3514817, in Book 5191, at Page 1090, in the Salt Lake County Recorder's Office, and being more particularly described as follows:

Beginning at a point North 0°09'50" West along the section line 33.00 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 190.00 feet; thence 0°09'50" West 7.00 feet; thence North 89°59'10" East 170.00 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 20.00 feet; thence South 0°09'50" East 190.00 feet to the point of beginning. (Tax Parcel No. 14-26-476-008)

Parcel 2:                    3300 South Highland Drive, Salt Lake City, UT 84106

Beginning at a point on the new Southerly right-of-way line of 3300 South Street, being 40.0 feet perpendicularly distant Southerly from the centerline of 3300 South Street, said point being East 243.07 feet and South 39.15 feet from a county monument located at the center of the intersection of 3300 South Street and Highland Drive, (said point of beginning being North 1128.60 feet and East 875.74 feet and South 7.0 feet from the Southwest corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, by deed), and running thence South 00°44'56" West 185.27 feet; thence South 89°48'00" West 136.94 feet to the new Easterly right-of-way line of Highland Drive; thence along said new Easterly right-of-way line of Highland Drive the following two courses: North 14°08'58" West 84.25 feet to point 42.50 feet perpendicularly distant Easterly from the centerline of Highland Drive and North 15°15'30" West 60.06 feet; thence North 37°33'59" East 26.27 feet; thence North 52°26'01" West 5.00 feet; thence North 37°33'59" East 5.00 feet; thence South 52°26'01" East 5.00 feet; thence North 37°33'59" East 26.27 feet to said new Southerly right-of-way line of 3300 South Street which point is 40.00 feet perpendicularly distant Southerly from the centerline of 3300 South Street; thence North 89°48'00" East along said Southerly right-of-way line 140.69 feet to the point of beginning. (Tax Parcel No. 16-28-353-001)

Parcel 3A:            217 East 400 South, Salt Lake City, UT 84111

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of beginning. (Tax Parcel No. 16-06-326-012)

Parcel 3B:

Beginning at the Southeast corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence West 108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of beginning. (Tax Parcel No. 16-06-326-013)

Parcel 3C:

Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of beginning.

Subject to a right-of-way over the whole thereof. (Tax Parcel No. 16-06-326-017)

Parcel 3D:

Beginning North 89°58'27" East 4.39 feet from Southwest corner of Lot 3, Block 54, Plat A, Salt Lake City Survey; thence East 45.11 feet; thence North 129.3 feet; thence West 3.93 feet; thence South 73°54'01" West 17.31 feet; thence West 11.95 feet; thence North 14.11 feet; thence West 16.99 feet; thence South 160.61 feet; thence North 89°58'27" East 4.39 feet; thence South 8 feet to beginning. (Tax Parcel No. 16-06-326-019)

Parcel 4:            3975 West 4700 South, Salt Lake City, UT 84118

Beginning at a point North 89°58'12" East 296.5 feet and South 0°01'48" East 63.0 feet from the Northwest corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°01'48" East 74.0 feet; thence South 89°58'12" West 13.0 feet; thence South 0°01'48" East 22.0 feet; thence North 89°58'12" East 13.0 feet; thence South 0°01'48" East 54.0 feet; thence North 89°58'12" East 33.0 feet; thence North 31°23'58" East 99.72 feet; thence North 0°01'48" West 65.0 feet; thence South 89°58'12" West 85.0 feet to the point of beginning. (Tax Parcel No. 21-08-101-016)

Parcel 5:            2075 East 9400 South, Sandy, UT 84093

Beginning at a point on the North right-of-way line of 9400 South Street, North 89°56'00" East, 476.19 feet from the Southwest corner of the property deeded to Dee's, Inc., by that certain Warranty Deed recorded August 13, 1982 in Book 5402 at Page 2998 and re-recorded December 17, 1982 in Book 5426 at Page 1207 of Salt Lake County Records; said point also being North 89°56'00" East 582.58 feet along the section line and North 0°04'00" West, 53.04 feet from the Southwest corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°04'00" West 157.00 feet; thence North 89°56'00" East 136.00 feet; thence South 0°04'00" East 157.00 feet to the point of beginning. (Tax Parcel No. 28-03-351-030)

Parcel 6:                    705 Fort Union Blvd., Midvale, UT 84047

Beginning at a point on the East line of 700 East Street, and on the South line of "The Gables - Phase I", a condominium, as the same is identified in the Record of Survey Map, recorded in the office of the Salt Lake County Recorder as Entry No. 3731007 in Book 82-11, at Page 90, said point being South 413.36 feet and East 55.66 feet from the Northwest corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, running thence South 69°30'00" East 836.67 feet along the South line of "The Gables - Phase I and Phase II", thence South 15°30'00" West 73.128 feet to the North line of Fort Union Boulevard; thence Southwesterly along said North line 82.544 feet along the arc of an 887.51 foot radius curve to the left (Chord bears South 59°58'52" West 82.514 feet); thence South 57°19'00" West 404.91 feet along said North line 279.245 feet along the arc of a 749.51 foot radius curve to the right (Chord bears South 67°59'24" West 277.633 feet); thence South 15.293 feet; thence Southwesterly 112.145 feet along the arc of a 764.51 foot radius curve to the right (Chord bears South 83°05'28" West 112.04 feet); thence North 01°16'04" East 756.41 feet to the point of beginning. (Tax Parcel 22-29-101-034)

Parcel 7A:                    7025 South 2000 East, Salt Lake City, UT 84121

Beginning on the West line of the property conveyed to the Utah Department of Transportation for 2000 East Street (Highland Drive) at a point that is due South along the Highland Drive Monument line (basis of Bearing) 254.86 feet and West 46.00 feet from the County Monument at the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 218.00 feet; thence North 182.58 feet; thence South 82°55'00" East 219.68 feet to said West line of Street; thence South 155.50 feet to the point of beginning. (Tax Parcel No. 22-28-229-014)

Parcel 7B:

Beginning at a point that is due South along the Highland Drive Monument line (Basis of Bearing) 254.86 feet and West 53.00 feet from the County Monument at the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 211.00 feet; thence South 6.00 feet; thence East 211.00 feet; thence North 6.00 feet to the point of beginning. (Tax Parcel No. 22-28-229-026)