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DORSEY & WHITNEY LLP
170 S. Main Street, Suite 900
Salt Lake City, Utah 84101

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SLC ut 84101

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
~~BENNETT TUELLER JOHNSON DEERE~~
~~3165 E MILLRUCK DR STE 500~~
~~SLC UT 84121~~
BY: ZJM, DEPUTY - MA 7 P.

Affects Parcels 16-06-401-008 & 16-06-401-009

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

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is executed as of January 01, 2008, by **HARRYHAUSEN, LLC**, a Utah limited liability company, with an address at 722 West Shepard Lane, Suite 103, Farmington, Utah 84025 ("Trustor"), to **GUARDIAN TITLE COMPANY OF UTAH** ("Trustee"), with an address at 6975 Union Park Center, Suite 390, Midvale, Utah 84047, for the benefit of **JASON LINDSEY**, an individual, with an address at 1947 North Grandview Drive, Farmington, Utah 84025 ("Beneficiary").

WITNESSETH: That Trustor hereby irrevocably and unconditionally grants, transfers, conveys, warrants and assigns to Trustee, in trust, with power of sale, all of Trustor's present and future estate, right, title and interest in and to that real property and all buildings, structures, fixtures, equipment, attachments and other improvements now thereon or hereafter constructed or attached thereon, located in Salt Lake County, State of Utah, and more particularly described as follows (the "Real Property"):

Parcel 1:

Commencing 3 ¼ rods South of the Northeast corner of Lot 7, Block 36, Plat "B", Salt Lake City Survey, and running thence South 3 ¼ rods; thence West 10 rods; thence North 3 ¼ rods; thence East 10 rods to the place of beginning.

Parcel 2:

Beginning at the Southeast corner of Lot 7, Block 36, Plat "B", Salt Lake City Survey, and running thence West 10 rods; thence North 3 ½ rods; thence East 10 rods; thence South 3 ½ rods to the point of beginning.

Street address: 336 South 400 East, Salt Lake City, UT 84111.
Parcel Numbers: 16-06-401-008 and 16-06-401-009.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, issues, profits, income, tenements,

hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Real Property, or any part thereof;

together with all of the following which, with the Real Property (except where the context otherwise requires), are hereinafter collectively called the "Trust Property":

- (a) Appurtenances in and to the Real Property;
- (b) Water and water rights, ditches and ditch rights, reservoir and reservoir rights, stock or interests in irrigation or ditch companies, minerals, oil, gas and/or other mineral properties and or mineral rights, royalties, lease or leasehold interests or other agreements owned by Trustor, now or hereafter used or useful in connection with, appurtenant to or related to the Real Property;
- (c) Improvements, fixtures, movable or immovable property and other real and/or personal property and all easements, servitudes, rights-of-way, leases, licenses, permits, other rights which are now or hereafter used or held for use in connection with the Real Property, rights and interests granted herein or in connection with the operation of such Real Property, rights and interests or in connection with such Real Property, rights and interests.
- (d) Right, title and interest of Trustor now owned or hereafter acquired in and to all streets, roads, alleys and public places, and all access rights, easements and rights of way, public or private, now or hereafter used in connection with the Real Property;
- (e) Licenses, permits, contracts and agreements required or used in connection with the ownership, management, development, maintenance or operation of the Real Property, and the right to the use of any trade name, trademark, or service mark now or hereafter associated with the operation of the Real Property;
- (f) All existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Real Property and all income, receipts, revenues, rents, issues and profits arising from the use or enjoyment of all or any portion of the Real Property.
- (g) Goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, including without limitation, all such items used for (i) generation, storage or transmission of air, water, heat, steam, electricity, light, fuel, refrigeration or sound; (ii) ventilation, air-conditioning, heating, refrigeration, fire prevention and protection, sanitation, drainage, cleaning, transportation, communications, maintenance or recreation; (iii) removal of dust, refuse, garbage or snow; (iv) transmission, storage, processing or retrieval of information; and (v) floor, wall, ceiling and window coverings and decorations;
- (h) Income, receipts, revenues, rents, issues and profits, including without limitation, minimum rents, additional rents, percentage rents, parking and maintenance charges and fees, tax and insurance contributions, proceeds of the sale of utilities and services, cancellation premiums, and claims for damages arising from the breach of any leases;
- (i) Claims and causes of action, legal and equitable, in any form whether arising in contract or in tort, and awards, payments and proceeds due or to become due, including without

limitation those arising on account of any loss of, damage to, taking of, or diminution in value of, all or any part of the Real Property or any personal property described herein;

(j) Policies or certificates of insurance, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts, agreements or rights;

(k) Refunds and deposits due or to become due from any utility companies or governmental agencies;

(l) Books, records, correspondence, files and electronic media, and all information stored therein; together with all products and proceeds of all of the foregoing, in any form, including all proceeds received, due or to become due from any sale, exchange or other disposition thereof, whether such proceeds are cash or non-cash in nature, and whether represented by checks, drafts, notes or other instruments for the payment of money.

(m) All proceeds of the Trust Property, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, general intangibles, fixtures, real/immovable property, personal/movable property or other assets;

(n) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties; and

(o) Replacements and substitutions for, modifications of, and supplements, accessions, addenda and additions to, all of the personal property described herein;

Trustor hereby authorizes Beneficiary to file any UCC financing statements to perfect the security interests herein granted. The recording of this Deed of Trust shall also be deemed a fixture filing for those fixtures described herein above. Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the Real Property, that it is the lawful owner of the rest of the Trust Property, and that, except for one certain Deed of Trust presently encumbering the Real Property, the title to all the Trust Property is clear, free and unencumbered; and Trustor shall forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever.

FOR THE PURPOSE OF SECURING: (1) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Promissory Note dated as of January _____, 2008, in the original principal amount of \$1,000,000 (the "Note"), payable to the order of Beneficiary at the time, in the manner and with interest as set forth in the Note, and any amendments, extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep the Real Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws,

covenants and restrictions affecting the Real Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Real Property in violation of law; to do all other acts which from the character or use of the Real Property may be reasonably necessary, specific enumerations herein not excluding the general.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Real Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at his option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that Trustor shall fail to provide satisfactory hazard insurance, Beneficiary may procure, on Trustor's behalf, insurance in favor of Beneficiary alone. Failure by Trustor to provide the required coverage shall constitute an act of default under the terms of this Deed of Trust.

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

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Real Property, or the rights or powers of Beneficiary or Trustee.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Real Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Real Property; to pay, when due, all encumbrances, charges and liens with interest, on the Real Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Deed of Trust.

6. Beneficiary or Trustee, may, upon ten (10) days prior written notice to Trustor, without releasing Trustor from any obligation hereof: (1) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Real Property for such purposes; (2) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; or (3) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto.

7. To pay immediately upon demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the then current Note default rate per annum on the unpaid balance, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should the Real Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other

manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at his option to commence, appear in and prosecute in his own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Real Property, are hereby assigned to Beneficiary, who may at his option, apply the same on any indebtedness secured hereby or to the restoration or repair of the property damaged. Trustor agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of his fees and presentation of this Deed of Trust and the Note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, Trustee may (a) consent to the making of any map or plat of the Real Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; and (e) reconvey, without warranty, all or any part of the Real Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof.

10. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

11. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby may immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Real Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Real Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

12. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Real Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Real Property so sold, but without any covenant of

warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the cost and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at five percent (5%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in its discretion, may deposit the balance of such proceeds with the Salt Lake County Clerk.

13. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

14. Beneficiary may appoint a successor trustee at any time by filing a substitution of trustee for record in the office of the Salt Lake County Recorder. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof made in the manner provided by law.

15. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

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

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

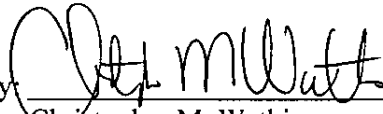
[Signature page follows.]

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first above written.

SIGNATURE OF TRUSTOR:

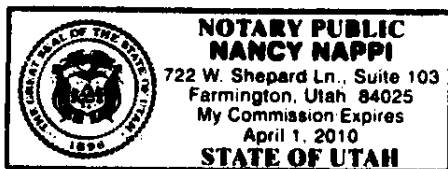
HARRYHAUSEN, LLC

By: WRG, Inc.
Its: Sole Member

By: 
Christopher M. Watkins
Its: Chairman

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE DAVIS)

The foregoing instrument was acknowledged before me this 1 day of January, 2008, by Christopher M. Watkins, the Chairman of WRG, Inc., the sole member of HARRYHAUSEN, LLC, a Utah limited liability company, on behalf of the limited liability company.




Notary Public