

7278841

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
Real Estate Group (AU #2962)  
400 Capitol Mall, Suite 700  
Sacramento, CA 95814

Attn: Patty Cabrera  
Loan No. 5866ov

7278841  
03/05/99 4:03 PM 35.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: A GARAY , DEPUTY - WI

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,  
ATTORNMEN AND NON-DISTURBANCE AGREEMENT  
(Lease To Deed of Trust)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("Agreement") is made December 18, 1998 by and between BOYER 7800 SOUTH ASSOCIATES, a Utah limited partnership ("Owner"), UNITED HEALTHCARE SERVICES, INC. f/k/a UHC Management Company, Inc., a Minnesota corporation ("Lessee") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

**RECITALS**

- A. Pursuant to the terms and provisions of a lease dated May 17, 1994 and amended on March 18, 1996 and November 1, 1997 ("Lease"), Owner, as "Lessor", granted to Lessee a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "Property").
- B. Owner has executed, or proposes to execute, a deed of trust with absolute assignment of leases and rents, security agreement and fixture filing ("Deed of Trust") securing, among other things, a promissory note ("Note") in the principal sum of THREE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$3,450,000.00), dated December 18, 1998, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan"). The Deed of Trust is to be recorded concurrently herewith.
- C. As a condition to making the Loan secured by the Deed of Trust, Lender requires that the Deed of Trust be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Deed of Trust.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

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LTC # 21575

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION.** Owner and Lessee hereby agree that:
  - 1.1 **Prior Lien.** The Deed of Trust securing the Note in favor of Lender, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
  - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
  - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Deed of Trust or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
  - 1.5 **Waiver, Relinquishment and Subordination.** Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
  3. **ESTOPPEL.** Lessee acknowledges and represents as of the date hereof and to its actual knowledge that:
    - 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;
    - 3.2 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
    - 3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease; and

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3.4 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: (if none, state "None") None

4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the Beneficiary under the Deed of Trust:

4.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without prior written notice to Lender and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without said prior notice;

4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth as given to Lessor in Article 17 of the Lease to cure defaults and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within said time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;

4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and

4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Deed of Trust, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Deed of Trust. To the extent Lender receives such rent payments, it shall be responsible to account for such rent payments and to perform Lessor's obligations under the Lease related thereto.

5. **ATTORNMEN T.** Lessee agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Deed of Trust) as follows:

5.1 **Payment of Rent.** Lessee shall pay to Lessor or to Lender as provided in this Agreement all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease;

5.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee as long as Lender agrees to be bound to Lessee under all terms and conditions of the Lease, except as provided herein;

5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease for which Lender did not receive notice thereof or those of a continuing nature, nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender; and

5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of

Lessor's interest by Lender, all of such obligations accruing after the date of said transfer shall terminate as to Lender.

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Deed of Trust, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease beyond any applicable cure period, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Deed of Trust.

7. **MISCELLANEOUS.**

7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and

7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed given as provided in Section 22.4 of the Lease and addressed to the address of Lessee or Lender appearing below:

"OWNER"

BOYER 7800 SOUTH ASSOCIATES, LTD.,  
a Utah limited partnership  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION  
Real Estate Group (AU #2962)  
400 Capitol Mall, Suite 700  
Sacramento, CA 95814

Attn: Patty Cabrera  
Loan No. 5866ov

"LESSEE"

UNITED HEALTHCARE SERVICES, INC. f/k/a UHC  
Management Company, Inc., a Minnesota corporation  
Attention: Vice President, Real Estate  
Mail Route: MN 008-W254  
9900 Bren Road East  
Minnetonka, MN 55343

WITH A COPY TO:

UNITED HEALTH CARE SERVICES, INC.  
Attention: Real Estate Director  
Mail Route MNO08-W254  
9900 Bren Road East  
Minnetonka, MN 55343

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provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

- 7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

**INCORPORATION.** Exhibit A is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.**

"LENDER"

"OWNER"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

BOYER 7800 SOUTH ASSOCIATES, LTD.,  
a Utah limited partnership

By: [Signature] FOR: DAVID TYLER  
 Its: Fed Bodnar  
Vice President

BY: THE BOYER COMPANY, L.C.,  
 a Utah limited liability company,  
 General Partner

BY: [Signature]  
 Ken C. Gardner, President and Manager

"LESSEE"

UNITED HEALTHCARE SERVICES, INC. f/k/a UHC  
 Management Company, Inc., a Minnesota corporation

BY: [Signature]  
 ITS: DIRECTOR OF REAL ESTATE

[Signature]



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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**DESCRIPTION OF PROPERTY**

EXHIBIT A to Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement dated as of December 18, 1998, executed by BOYER 7800 SOUTH ASSOCIATES, a Utah limited partnership as "Owner", UNITED HEALTHCARE SERVICES, INC. f/k/a UHC Management Company, Inc., a Minnesota corporation, as "Lessee", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender".

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

**PARCEL 1**

**BOYER OFFICE PARCEL:**

BEGINNING at a point on the West line of 3500 East Street and the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being South 00°08'25" West along the section line 1119.99 feet and North 38°52'44" West along said Northeasterly boundary 46.06 feet from the Northeast corner of said Section 35, and running thence North 38°52'44" West along said Northeasterly boundary 594.37 feet; thence North 89°56'20" East 374.20 feet to the West line of 3500 East Street; thence South 00°08'25" West along said West line 463.10 feet to the point of BEGINNING.

**PARCEL 2**

**BOYER RETAIL PARCEL:**

BEGINNING at a point being South 00°08'25" West along the section line 621.00 feet and South 89°55'20" West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence South 89°56'20" West along said South line 314.33 feet to the Northeasterly boundary of Southampton No. 2, a Subdivision in the Northeast quarter of said Section 35; thence South 38°52'44" East along said Northeasterly boundary 754.67 feet; thence North 89°56'20" East 11.70 feet to the point of BEGINNING.

**LESS AND EXCEPTING the following:**

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

**PARCEL 3:**

BEGINNING at a point South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 403.20 feet and North 38°52'44" West 507.15 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 38°52'44" West 247.53 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 314.33 feet; thence South 00°08'25" West 114.38 feet; thence South 89°56'20" West 61.22 feet; thence South 51°07'16" West 125.20 feet to the point of BEGINNING.

**LEGAL DESCRIPTION CONTINUED ON NEXT PAGE**

LEGAL DESCRIPTION CONTINUED FROM PREVIOUS PAGE

PARCEL 4:

A non-exclusive easement for roadways, walkways, ingress, egress and parking vehicles and other modes of transportation and incidentals thereto, on the "Common Areas", over and across the properties shown below, as established by that certain Development Agreement dated January 31, 1985 and recorded February 7, 1985 as Entry No. 4048237 in Book 5628 at Page 686, and by that certain Amendment of Development Agreement dated August 12, 1992 and recorded April 27, 1993 as Entry No. 5487130 in Book 6648 at Page 425, and re-recorded May 12, 1993 as Entry No. 5501239 in Book 6661 at Page 499, and by that Second Amendment to Development Agreement dated August 18, 1992 and recorded April 27, 1993 as Entry No. 5487131 in Book 6648 at Page 435 of the Official Records of the Salt Lake County Recorder.

PARCEL A:

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

PARCEL B:

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

LEGAL DESCRIPTION CONTINUED FROM PREVIOUS PAGE

**PARCEL 5:**

A non-exclusive easement appurtenant to PARCELS 1, 2 & 3 above for pedestrian traffic, ingress and egress, utility lines and incidentals thereto as contained in that certain Declaration of Easements, over and across the properties shown below, dated February 1, 1985 and recorded February 7, 1985 as Entry No. 4048238 in Book 5628 at Page 707 of the Official Records of the Salt Lake County Recorder.

**PARCEL A:**

BEGINNING at a point on the West line of 3500 East Street, said point being South 00°08'25" West along the section line 621.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°56'20" West 362.50 feet; thence North 00°08'25" East 219.00 feet; thence South 89°51'35" East 22.50 feet; thence North 00°08'25" East 213.00 feet; thence North 89°51'35" West 195.00 feet; thence North 00°08'25" East 155.39 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 365.00 feet to a point being South 89°56'20" West 170.00 feet from the West line of 3500 East Street; thence South 00°08'25" West 100.00 feet; thence North 89°56'20" East 170.00 feet to a point on the West line of 3500 East Street, said point being South 00°08'25" West 100.00 feet from the South line of 7800 South Street; thence South 00°08'25" West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING.

**PARCEL B:**

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South 00°08'25" West along the section line 33.00 feet and South 89°56'20" West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°08'25" West along the West line of 3500 East Street 100.00 feet; thence South 89°56'20" West 170.00 feet; thence North 00°08'25" East 100.00 feet to the South line of 7800 South Street; thence North 89°56'20" East along said South line 170.00 feet to the point of BEGINNING.

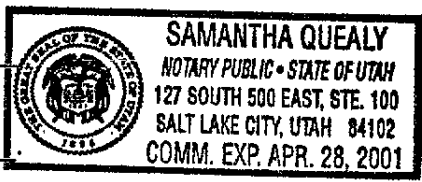
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STATE OF Utah  
COUNTY OF Salt Lake ss.

On this 25<sup>th</sup> day of February, 1999, before me, ~~Kevin C. Gardner~~ SAMANTHA QUEALY  
a Notary Public in and for the State of Utah, personally appeared Kevin C. Gardner  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

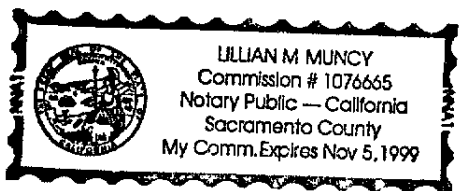
WITNESS my hand and official seal  
Signature [Signature]  
My commission expires 4/28/01



STATE OF CA  
COUNTY OF SACRAMENTO ss.

On this 26<sup>th</sup> day of FEBRUARY, 1999, before me, LILLIAN M MUNCY  
a Notary Public in and for the State of CA, personally appeared DAVID TYLER  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
Signature Lillian M Muncy  
My commission expires 11-5-99  
4/1



STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )  
ss.

The foregoing DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_.

NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires \_\_\_\_\_.

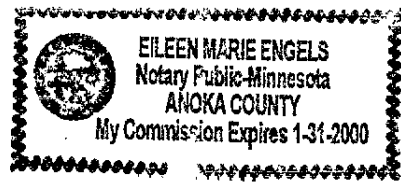
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STATE OF Minnesota  
COUNTY OF DePue ss.

On this 3 day of March, 1999, before me, Eileen Marie Engels  
a Notary Public in and for the State of Minnesota, personally appeared David W. Foley  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Eileen Marie Engels



My commission expires 1-31-2000

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires \_\_\_\_\_

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