

11341388
 2/29/2012 11:17:00 AM \$41.00
 Book - 9995 Pg - 3426-3441
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN NCS
 BY: eCASH, DEPUTY - EF 16 P.

**Recorded at the Request of and
 After Recording Return To:**
 Symetra Life Insurance Company
 Mortgage Loan Department
 PO Box 84066
 Seattle, WA 98124-8466
 Loan No. 3093

NCS 518731

Tax Parcel Nos. 15-14-426-003-0000, 15-14-426-004-0000, 15-14-426-005-0000, 15-14-426-007-0000

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 made this 23rd day of February, 2012, by A. K. B., INC., a Utah corporation ("**Trustor**"), whose address is 10 W. Broadway, Ste 305, Salt Lake City, UT 84101, to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("**Trustee**"), whose address is 560 South 300 East, Salt Lake City, UT 84111, for the benefit of SYMETRA LIFE INSURANCE COMPANY, a Washington corporation ("**Beneficiary**"), whose address for notices is Mortgage Loan Department, PO Box 84066, Seattle, WA 98124-8466.

Upon the terms, covenants, and conditions set forth in this Deed of Trust and in consideration of the loan made by Beneficiary to Trustor (the "**Loan**"), Trustor hereby grants, bargains, sells, warrants and transfers to the Trustee in trust, for the benefit of Beneficiary, WITH POWER OF SALE, all of Trustor's right, title and interest in and to and derived from the property, estates and related rights, whether now owned or hereafter acquired, situated in Salt Lake County, State of Utah, as more specifically described as follows (which are hereinafter collectively referred to as the "**Property**"):

SEE ATTACHED *EXHIBIT "A"* WHICH IS INCORPORATED HERE BY THIS REFERENCE
 FOR A FULL LEGAL DESCRIPTION OF THE REAL PROPERTY (the "**Premises**").

TOGETHER WITH all buildings, structures, fixtures and improvements now or hereafter erected thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging now or hereafter used or enjoyed with the Premises, or any part thereof, and all other estate, property and rights hereinafter described, including without limitation, (a) all land lying in streets and road adjoining the Premises, and all access rights and easements pertaining to the Premises; (b) all the lands, privileges, reversions, remainders, and water rights and stock, oil and gas rights, royalties, minerals and mineral rights in any way pertaining to the Premises; (c) all property now or hereafter attached to or adapted for use in the operation of the Premises which shall be deemed part of the realty and not severable wholly or in part without material injury to the Premises; (d) all rents, issues and profits of the Premises all existing and future leases of the Premises (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as the "**Leases**"), all proceeds payable as a result of a tenant's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds

from any rights and claims of any kind which Trustor may have against any tenant under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "**Rents**"); (e) all compensation, awards, damages, causes of action and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the Property by reason of any public or private improvement, condemnation proceeding, fire, earthquake or other casualty, injury or decrease in the value of the Property (referred to as "**Proceeds**"); and (f) all additions, accessions, replacements, substitutions, and proceeds of the Property (all of the foregoing together with the Premises are included in the Property encumbered by this Deed of Trust).

For the Purpose of Securing:

(1) payment of the indebtedness evidenced by a Real Estate Note of even date hereof in the principal amount of THREE MILLION SEVENTY FIVE THOUSAND AND NO/100 U.S. DOLLARS (\$3,075,000.00) (the "**Note**") made by Trustor and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest as herein provided.

As used in this Deed of Trust, the "**Property**" shall mean the Premises and all other rights, property, estates and interests of Trustor herein described; and the "**Loan Documents**" shall mean the Note, this Deed of Trust, the separate Assignment of Leases and Rents (the "**Assignment of Leases and Rents**"), and the other documents and instruments evidencing or securing the Loan.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS DEED OF TRUST, TO SECURE THE FULL AND TIMELY PERFORMANCE BY TRUSTOR OF ALL OBLIGATIONS, COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS, TRUSTOR REPRESENTS, WARRANTS AND COVENANTS AS FOLLOWS:

1. **Personal Property Security.** Trustor also grants to Beneficiary a security interest in that portion of the Property which is not real property for the purpose of securing payment and performance of Trustor's obligations under the Loan Documents.

2. **Security Agreement.** This Deed of Trust creates a security interest in the Property described herein and shall be a security agreement by Trustor as Debtor in favor of Beneficiary as Secured Party respectively as those terms are used in the Utah Uniform Commercial Code ("**UCC**") or other law applicable to the creation of liens or security interests on personal property with respect to property either referred to or described herein, or in any way connected with the use and enjoyment of the Property but not deemed real property, and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as now or hereafter enacted and specified in the UCC, all at Beneficiary's sole election. Trustor hereby authorizes Beneficiary to file one or more financing statements under the UCC with Trustor as "Debtor" and Beneficiary as "Secured Party" and their respective addresses as set forth in the preamble of this instrument to perfect or give public notice of the security interest granted herein. Trustor and Beneficiary agree that the filing of such a financing statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, everything used in connection with the production of income from the property that is the subject of this Deed of Trust or adapted for use therein or which is described or reflected in this Deed of Trust.

3. **Performance of Obligations.** Trustor shall timely pay all sums when due pursuant to the Note and the Loan Documents without deduction or credit for taxes, insurance and other charges paid by Trustor, and strictly comply with all the terms and conditions of the Loan Documents.

4. **Warranty of Title.** Trustor represents and warrants to and covenants with Beneficiary that (a) Trustor has good and marketable title to an indefeasible fee simple estate in the Property, (b) the Property is free and clear of any liens, encumbrances, easements, assessments, security interests, claims or defects of any kind, nature or description except easements of record, and recorded declarations, restrictions, reservations and covenants, if any, set forth as exceptions to coverage approved by Beneficiary in the title insurance policy insuring the interest of Beneficiary in the Premises (the "**Permitted Exceptions**") and real property taxes for the current year, a lien not yet payable, (c) neither the Permitted Exceptions nor the real property taxes are delinquent or in default, and (d) Trustor has the right to convey the Property to Trustee for the benefit of Beneficiary, and the right to grant a security interest in the personal property collateral. Trustor will warrant and defend title to the Property and will defend the validity and priority of the lien of this Deed of Trust and the security interest granted herein against any claims or demands.

5. **Prohibited Liens.** Trustor shall not permit any governmental or statutory liens (including tax and mechanic's and materialmen's liens) to be filed against the Property except for ad valorem real estate taxes and assessments not yet due and liens permitted by the Loan Documents or approved in writing by Beneficiary.

6. **Payment of Taxes, Fees and Other Liens and Assessments; Contest.** Trustor shall pay all filing, registration and recording fees, stamp and documentation taxes, and other fees, taxes, duties, imposts, and other charges incident to, arising from, or in connection with the making, disbursement and administration of the Loan and the preparation, execution, delivery or recording of any Loan Document. Trustor shall also pay the real property taxes and any assessments at least ten (10) days prior to delinquency unless otherwise agreed to in writing by Beneficiary. After timely notice to Beneficiary, Trustor shall have the right to contest any real property tax or special assessment on the Property in good faith by appropriate proceedings so long as (a) no default has occurred and is continuing under the Note, this Deed or any of the other Loan Documents; (b) Trustor makes any payment or deposit or posts any bond as and when required as a condition of pursuing such contest; (c) Trustor commences such contest prior to such tax or assessment becoming delinquent, and continuously pursues same in good faith with due diligence; (d) such contest or any bond furnished by Trustor stays the foreclosure and enforcement of any lien securing the payment of any such tax or assessment; and (e) Trustor pays any tax or assessment within ten (10) days following the resolution of such contest. All other encumbrances, charges and liens affecting the Property, including mortgages and deeds of trust, whether prior to or subordinate to the lien of this Deed of Trust, shall be paid when due and shall not be in default. On request Trustor shall furnish evidence of payment of these items.

7. **Maintenance; No Waste.** Trustor shall protect and preserve the Property and maintain it in good condition and repair, reasonable wear and tear from proper use alone excepted. Trustor shall not commit or permit any waste of the Property nor permit any condition to exist which will (i) increase the risk of fire or other hazard to the Property, or (ii) invalidate, or allow cancellation of, any insurance policy covering the Property.

8. **Alterations, Removal and Demolition.** Trustor shall not, nor permit others to, structurally alter, remove or demolish any building or improvement on the Property without Beneficiary's prior written consent. Trustor shall not remove any fixture or other item or property which is part of the Property

without Beneficiary's prior written consent unless the fixture or item of property is replaced immediately by an article of equal value and utility owned by Trustor free and clear of any lien or security interest.

9. **Completion, Repair and Restoration.** Trustor, at its cost, shall promptly complete or repair and restore in good workmanlike manner any building or improvement on the Property which may be constructed or damaged or destroyed.

10. **Compliance with Laws.** The Premises are zoned for Trustor's proposed use of the Premises, and are in present compliance with all zoning and subdivision laws, regulations, codes, rules, and ordinances applicable thereto. Trustor shall assure that the Premises shall at all times constitute one or more legal lots capable of being conveyed without violation of any applicable subdivision laws, codes, ordinances, rules, regulations and other laws relating to the division or separation of real property. Trustor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Premises and shall not commit or permit any act upon or concerning the Premises in violation of any such laws, ordinances, regulations, covenants, and restrictions. Without limiting the foregoing, Trustor represents and covenants that all improvements on the Premises are in present compliance with, and in the future shall fully comply with, as applicable, the Americans With Disabilities Act of 1990, as amended from time to time, and the rules and regulations adopted pursuant thereto.

11. **Impairment of Property.** Trustor shall not, without Beneficiary's prior written consent, change the general nature of the use of the Property, initiate, acquire or permit any change in any public or private restrictions (including a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the value of the Property or Beneficiary's lien or security interest.

12. **Inspection of Property.** Beneficiary or its authorized representative shall have the right to inspect the Property after reasonable notice to Trustor.

13. **Trustor's Defense of Property.** Trustor shall appear in and defend with counsel reasonably satisfactory to Beneficiary any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee.

14. **Beneficiary's Right to Protect Property.** Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Property or the interests, rights or powers of Beneficiary or Trustee. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien not listed as an Permitted Exception which in its judgment appears to be prior or superior to the lien of this Deed of Trust. If Trustor fails to make any payment or do any act required under the Loan Documents, including without limitation, payment of taxes and assessments and maintenance of insurance on the Property, Beneficiary, without any obligation to do so, without notice to or demand upon Trustor and without releasing Trustor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to protect Beneficiary's interest in the Property. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, it deems necessary, all of which shall be payable by Trustor and be secured by this Deed of Trust.

15. **Repayment of Beneficiary's Expenditures.** Trustor shall pay within 10 days after written notice from Beneficiary all sums expended by and all costs and expenses incurred by Beneficiary by reason of Trustor's default or the protection of Beneficiary's rights and interests under the Loan Documents including attorneys' fees, appraisal and inspection fees, and the costs of title reports. Expenditures and advances by Beneficiary shall bear interest from the date of such advance or expenditure

at the default rate specified in the Note until paid, shall constitute advances made under this Deed of Trust and shall be secured by and have the same priority as the lien of this Deed of Trust. If Trustor fails to pay any such expenditures, advances, costs and expenses and interest thereon, Beneficiary may, at its option, without foreclosing the lien of this Deed of Trust, commence an independent action against Trustor for the recovery of the expenditures and disburse any undisbursed loan proceeds to pay the advances and expenditures.

16. **Due on Sale or Transfer; Change of Control.** Trustor acknowledges that Beneficiary has examined and relied upon the creditworthiness, financial strength, reputation, experience and managerial ability of Trustor (and its owners and managers) with respect to owning, leasing and operating properties such as the Property in agreeing to make the Loan to Trustor, and will continue to rely on Trustor (and its owners and managers) as a means of preserving the value of the Property as security. If (i) the Property or any part thereof or interest therein is sold, transferred, leased (other than space lease without option to purchase), conveyed, traded, exchanged, assigned, or otherwise alienated, or a contract of sale or other conveyance is entered into with respect thereto (each a "Conveyance"), or (ii) there is a change in the form of organization of, or transfer of a controlling interest in, Trustor (each a "Change of Control") without the prior written consent of Beneficiary, then, upon the occurrence of any one or more of the foregoing events, and regardless of whether or not an event of default shall have occurred and be continuing under the Note or this Deed of Trust or any other Loan Document, Beneficiary may, at its option, declare the then outstanding principal balance evidenced by the Note plus accrued interest thereon, and any applicable delinquency charge or prepayment premium, immediately due and payable or, at its sole option, it may consent to the Conveyance or Change of Control in writing and may increase the interest rate on the Note to the interest rate on which Beneficiary would then commit to make a new first mortgage loan of similar size and quality with like terms and security, as determined by Beneficiary in its sole discretion, and impose whatever other terms and conditions it may deem necessary to compensate it for the increased risk resulting from the Conveyance or Change of Control. Such increase in interest rate shall entitle Beneficiary to increase monthly payments under the Note so that the increased monthly payments will fully amortize the unpaid principal balance of the Note over the unexpired amortization term of the Note. No Conveyance or Change of Control shall operate to discharge or diminish in any way the liability of Trustor or any guarantor under the Loan Documents. Any joint venture agreement, partnership agreement, declaration or revocation of trust, option agreement or other agreement whereby any other person or corporation may become entitled, directly or indirectly, to the possession or enjoyment of the Property (other than a space lease without option to purchase), or the income or other benefits of the Property, shall, in each case, be deemed to be a Conveyance for the purposes of this paragraph, and shall require prior written approval of the Beneficiary. Notwithstanding the foregoing, and provided Trustor is not then in default under the Note, this Deed of Trust or any of the Loan Documents, Trustor shall have a one-time only right upon prior written notice to Beneficiary and payment of all expenses of Beneficiary plus an assumption fee equal to one percent (1%) of the original principal amount of the Note to convey the Premises to a transferee whose creditworthiness, financial strength, reputation, experience and property management ability with respect to the ownership, operation and leasing of properties similar to the Property (together with that of any new proposed guarantors of the Loan) are equal to or greater than Trustor and the original guarantors in the judgment of Beneficiary, which approval shall not be unreasonably withheld or delayed. If Beneficiary withholds its approval because of the proposed transferee's or proposed new guarantors' lack of creditworthiness, reputation, experience, property management ability or financial strength or other reasonable basis which leads Beneficiary to reasonably believe the Loan or the security would be impaired, Beneficiary shall not be deemed to have unreasonably withheld its approval. Any transferee shall fully assume in writing Trustor's obligations under the Note and the Loan Documents in a form satisfactory to Beneficiary and Trustor and any guarantors of the Indebtedness shall remain fully bound. Trustor shall provide Beneficiary, at Trustor's expense, with an

endorsement to the lender's policy of title insurance insuring the lien of this Deed of Trust, insuring, in form and content satisfactory to Beneficiary, that the Conveyance does not impair the validity or priority of the lien hereof. Any approval given by Beneficiary shall not constitute an approval to any future such transaction. If ownership of the Property or any part thereof or interest therein becomes vested in a person or an entity other than Trustor, whether or not Beneficiary has given written consent, Beneficiary may deal with such successor or successors in interest with reference to this Deed of Trust and the Loan, in the same manner as with Trustor, without in any way diminishing or discharging Trustor's obligations. Notwithstanding the foregoing provisions hereof, the transfer by a shareholder of Trustor of his or her ownership interest in Trustor to a spouse or lineal descendants, or a trust for the benefit of such spouse or lineal descendants for estate planning purposes shall not constitute a Change of Control for purposes hereof, provided (a) no event of default has occurred under this Deed of Trust or any of the other Loan Documents, (b) Trustor gives Beneficiary at least 20 days' prior written notice of the proposed transfer along with copies of the proposed transfer documents, and receives copies of the final transfer documents within 30 days after the transfer is effective; (c) there is no change in the day-to-day management of Trustor or the Property, and (d) Trustor pays all reasonable fees and expenses of Beneficiary incurred in connection with the review of the documentation of such transfer, and a processing fee of \$500. No such transfer shall release or limit the liability of the transferor under any guaranty of the Trustor's obligations hereunder or under any of the other Loan Documents.

17. **No Other Encumbrance; Due on Encumbrance.** At no time while the Loan remains unpaid, shall Trustor create, assume, or suffer to exist on the Property, or any part thereof, any mortgage, trust deed or other security instrument (other than this Deed of Trust) (an "**Encumbrance**") without first obtaining the prior written consent of Beneficiary. Trustor agrees that should the Property or any part thereof at any time be or become subject to the lien of any other mortgage or deed of trust or subject to any other encumbrance, pledge, or security interest (except with the prior written consent of Beneficiary), the whole of the principal and interest secured hereby and any applicable delinquency charge or premium shall, at the option of the Beneficiary, become immediately due and payable. Whether or not the consent of Beneficiary has been obtained, Trustor, for itself and for all future owners of the Property, agrees that this Deed of Trust may be modified, varied, extended, renewed, or reinstated at any time by agreement between the holder of this Deed of Trust and Trustor, or the then owner of the Property, without notice to, or the consent of, any subordinate mortgagee, beneficiary or lienor, and any such modifications, variance, extension, renewal, or reinstatement shall be binding upon such subordinate mortgagee, beneficiary or lienor with the same force and effect as if such subordinate mortgagee, beneficiary or lienor had consented thereto. This clause shall be self-operative and no instrument of subordination shall be required from any subordinate mortgagee, beneficiary or lienor.

18. **Insurance.** Without limiting the generality of any other provision contained in this Deed of Trust, Trustor shall procure and continuously maintain throughout the term "all risk" property insurance on the Property with premiums prepaid providing 100% replacement cost coverage on an agreed amount basis and insuring against loss by fire, smoke, explosion, lightning, hail, windstorm, vandalism and other risks covered by the broadest form of extended coverage available from time to time, loss of rents/income or business interruption (if owner occupied) coverage in amounts sufficient to compensate Trustor for all rents and income from the Property during a period of at least one year, earthquake to the extent required by Beneficiary now or in the future in the exercise of its business judgment in light of commercial real estate practices by institutional lenders existing in the general vicinity of the Property at the time the insurance is issued, and coverage for such other perils and risks as may be reasonably required by Beneficiary from time to time. If the Property is ever designated as having special flood hazards or any other designation which would make the Property subject to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994, each as

amended, modified, supplemented, or replaced from time to time, or any similar law, Trustor agrees to do everything reasonably necessary to comply with the requirements of said law and related regulations in order that flood insurance will be available to Trustor, and to obtain and maintain for the benefit of Beneficiary such an insurance policy with limits and deductibles satisfactory to Beneficiary. Trustor shall also procure and continuously maintain occurrence form commercial general liability insurance against bodily injury or death or property damage occurring in, upon or about, or resulting from, the Property or Trustor's use and occupancy of the Property with limits acceptable to Beneficiary, but in no event less than \$2,000,000 combined single limit per occurrence and \$2,000,000 general aggregate, naming Beneficiary as an additional insured on a primary/non-contributory basis. All insurance shall be with companies satisfactory to Beneficiary licensed to do business in the state where the Property is located having an A.M. Best rating of A VI or better with limits and deductibles acceptable to Beneficiary and lender's loss payable clauses in favor of and in form satisfactory to Beneficiary. At least 30 days prior to the expiration of the term of any insurance policy, Trustor shall furnish Beneficiary with written evidence of renewal or issuance of a satisfactory replacement policy and payment of premium. If requested Trustor shall deliver copies of all policies to Beneficiary. Each policy must provide no less than thirty (30) days prior written notice to Beneficiary of any cancellation, non-renewal or material change. No approval by Beneficiary of the amount, type or form of any insurance may be construed to be a representation or warranty by Beneficiary of its sufficiency for Trustor's purposes. In the event of foreclosure of this Deed of Trust all interest of Trustor in any insurance policies pertaining to the Property and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary.

19. **Condemnation and Insurance Proceeds.** All insurance proceeds and condemnation awards with respect to the Property are assigned to Beneficiary as additional security for the Loan. Trustor shall give immediate notice to Beneficiary of any condemnation proceeding, or loss or damage to the Property exceeding \$25,000 ("**Material Loss**"). Trustor shall have the right to settle and receive the proceeds payable with respect to a condemnation, loss or damage except for a Material Loss. With respect to a Material Loss, Trustor authorizes Beneficiary, at Beneficiary's option, to make a claim for and enter into a compromise or settlement with respect to any proceeds payable as a result of condemnation, loss or damage. All proceeds payable as a result of a Material Loss shall be paid to Beneficiary and applied to repair or restore the Property, provided no default shall have occurred and be continuing under this Deed of Trust or the other Loan Documents, such repair or restoration is economically feasible, and the security of this Deed of Trust is not impaired. Upon a Material Loss that would make repair uneconomical, or if a default shall have occurred and is continuing under this Deed of Trust at the time of such Material Loss, or if less than one year remains on the unexpired term of the Note, Beneficiary shall, at its option, after deducting its expenses including attorney's fees, (a) apply all or part of the proceeds against the sums owed under the Loan Documents including the Note whether or not (i) the sums are actually due or (ii) the security for the Note is impaired, and without affecting the due dates or amount of payments thereafter due under the Note, or (b) release all or any part of the proceeds to Trustor, permit all or any part of the proceeds to be used for repair and restoration of the Property on such conditions as Beneficiary may impose including evidence of sufficient funds to complete the work, approval of the plans and specifications and periodic disbursement of the proceeds during the course of repair and restoration.

20. **Leases.** Trustor shall fully comply with all of the terms, conditions and provision of the Leases so that no breach shall occur and do all that is necessary to preserve all the Leases in force. Any proceeds or damages resulting from a tenant's default under any such Lease, at Beneficiary's option, shall be paid to Beneficiary and applied against sums owed under the Loan Documents even though such sums may not be due and payable. Except for real estate taxes and assessments, Trustor shall not permit any lien to be created against the Property which may be or may become prior to any Lease. If the Property is partially condemned or suffers a casualty, Trustor shall promptly repair and restore the Property in order to comply with the Leases.

21. **Assignment of Leases and Rents; Trustor's Revocable License to Collect.** Trustor hereby absolutely and irrevocably assigns to Beneficiary all Trustor's rights and interest in the Rents and Leases. This assignment shall be subject to the terms and conditions of any separate Assignment of Leases and Rents, whenever executed, in favor of Beneficiary covering the Property. Unless otherwise provided in any separate Assignment of Leases and Rents, and so long as Trustor is not in default under the Loan Documents, Trustor shall have a revocable license to collect the Rents as they become due. Trustor shall use the Rents to pay normal operating expenses for the Property and sums due and payments required under the Loan Documents before using the Rents for any other purpose. No Rents shall be collected more than one month in advance of the due date. Trustor warrants that it has made no prior assignment of the Rents or Leases and will make no subsequent assignment without the prior written consent of Beneficiary. Trustor's license to collect the Rents shall not constitute Beneficiary's consent to the use of cash collateral in any bankruptcy proceeding.

22. **Beneficiary's Right to Collect Rents.** If a default has occurred under the Loan Documents, and has not been cured after any applicable notice and cure period specified in the Loan Documents, without further notice to Trustor, Beneficiary or its agents, or a court appointed receiver, may collect the Rents without further notice to Trustor. In doing so, Beneficiary may (a) evict tenants for nonpayment of rent, (b) terminate in any lawful manner any tenancy or occupancy, (c) lease the Property in the name of the then owner on such terms as it may deem best and (d) institute proceedings against any tenant for past due rent. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to Beneficiary, a receiver or an agent, operating expenses for the Property and any sums due or payments required under the Loan Documents, in such amounts as Beneficiary may determine. Any excess shall be paid to Trustor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents shall not cure or waive any default under the Loan Documents. Beneficiary or a receiver shall have no obligation to perform any of Trustor's obligations under the Leases. In exercising its rights under this section Beneficiary shall be liable only for the proper application of and accounting for the Rents actually collected by Beneficiary or its agents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the tenant under the Lease. In the event any tenant under the Lease becomes the subject of any proceeding under the Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of the leases assigned hereby, Trustor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of Beneficiary; any check in payment of damages for rejection or termination of any such Lease will be made payable to both the Trustor and Beneficiary; and Trustor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to any portion of the indebtedness secured hereunder in such manner as Beneficiary may elect.

23. **Fixture Filing.** To the extent permitted by applicable law, this Deed of Trust shall also serve as a financing statement filed for record in the real estate records as a fixture financing statement pursuant to the UCC covering any Property which is now or may hereafter become fixtures with respect to the Premises. For the purpose of this fixture filing, Trustor shall be deemed to be the "Debtor" and the Beneficiary shall be deemed to be the "Secured Party" and the addresses of Trustor and Beneficiary are as set forth in the preamble of this Deed of Trust, and the collateral shall be any fixtures on the Premises. Trustor is the record owner of the Premises.

24. **Late Charge.** In the event that any payment or portion thereof is not paid within five (5) days commencing with the date it is due, Beneficiary may collect, and Trustor agrees to pay a "late charge" of

10% of the delinquent payment, but not to exceed the highest such charge permitted by applicable law. This late charge shall apply individually to each payment past due. Payment of a late charge shall not relieve the Trustor of the obligation to make payments on or before the date on which they are due or cure any default or in any way delay or affect the exercise of Beneficiary's remedies.

25. **Default; Remedies.** TIME IS OF THE ESSENCE HEREOF. If (a) Trustor fails to pay any installment of principal or interest on the Note within ten (10) days of the date the same is due and payable, or (b) Trustor fails to provide or maintain the insurance required by this Deed of Trust, or (c) any representation, warranty, or statement made by Trustor or any guarantor in any Loan Document, certificate or financial statement delivered to Beneficiary shall be incorrect or misleading in any material respect when it was made, or (d) Trustor fails to maintain the Property in rentable and tenantable condition and state of repair, or (e) Trustor makes an assignment for the benefit of creditors, or (f) a petition in bankruptcy is filed by or against Trustor and not dismissed within sixty (60) days, or (g) any guarantor of the Loan revokes, or attempts to revoke, its guaranty, or is the subject of a petition in bankruptcy or other insolvency proceeding, or (h) a Conveyance or other transfer of all or any part of the Property or any interest therein has occurred without the prior written consent of Beneficiary, or (i) a dissolution, merger or Change of Control occurs with respect to Trustor or any guarantor without the prior written consent of Beneficiary, or (j) Trustor fails perform or comply with any other covenant or agreement of Trustor contained in this Deed of Trust or in the Loan Documents and not specifically described in this section for more than thirty (30) days after receipt of written notice specifying such default, THEN AND IN ANY SUCH EVENT (each of such events being a default by Trustor under this Deed of Trust and for the purposes of the acceleration provisions contained in the Note), the whole sum of the indebtedness, at the option of the Beneficiary or the holder of the indebtedness, shall become immediately due and payable and Beneficiary may exercise its rights and remedies under the Loan Documents and applicable law. Beneficiary may cause Trustee to execute a written notice of default and of election to cause said Property to be sold to satisfy the indebtedness and obligations hereof, and Trustee shall file such notice of record in each county wherein said Property or some part or parcel thereof is situated. Beneficiary shall deposit with Trustee the Note and all other documents evidencing expenditures secured hereby. After 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 said 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 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 seventy-two (72) hours 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 said Property so sold, but without any covenant or warranty, expressed or implied. The recitals in this 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 the payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on the Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest thereon at the default rate specified in the Note from the date of the expenditure; (4) all sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or to the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place. Trustor agrees to surrender possession of the Property to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor. Upon the occurrence of any default, the

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 attorneys fee in such amount as may be fixed by the court. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or of any subsequent default. In the event the Loan Documents are referred to an attorney for enforcement of Beneficiary's rights or remedies, whether or not suit is filed or any proceedings are commenced, Trustor shall pay all Beneficiary's costs and expenses including Trustee's and attorneys' fees (including attorneys' fees for (i) any appeal, (ii) relief from stay motions, cash collateral disputes, assumption/rejection motions and disputes regarding proposed disclosure statements and plans in any bankruptcy proceeding or (iii) for any other judicial or nonjudicial proceeding or arbitration), appraisal and inspection fees and cost of a title report.

26. **Cumulative Remedies.** All Beneficiary's and Trustee's rights and remedies specified in the Loan Documents are cumulative, not mutually exclusive and not in substitution for any rights or remedies available at law, in equity or provided by statute. In order to obtain performance of Trustor's obligations under the Loan Documents, without waiving its rights in the Property, Beneficiary may proceed against Trustor or may proceed against any other security or guaranty for the Note, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not preclude the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy.

27. **Sale of Property after Default.** The Property may be sold separately or as a whole, at the option of Beneficiary. In the event of a Trustee's sale of all the Property, Beneficiary hereby assigns its security interest in the personal property collateral to the Trustee. Beneficiary may also realize on the personal property collateral in accordance with the remedies available under the UCC or at law. In the event of a foreclosure sale, Trustor and the holders of any subordinate liens or security interest waive any equitable, statutory or other right they may have to require marshaling of assets or foreclosure in the inverse order of alienation.

28. **Appointment of Receiver.** In the event of a default and the expiration of any applicable notice and cure period specified in the Loan Documents, Beneficiary shall be entitled, without further notice, without bond, and without regard to the adequacy of the Property, to the appointment of a receiver for the Property. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Beneficiary by the Loan Documents.

29. **Foreclosure of Tenant's Rights; Subordination.** Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any tenants of the Property. Beneficiary's failure to foreclose against any tenant shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all of the Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds.

30. **Reconveyance after Payment.** Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in the reconveyance may be described as "the person or person legally entitled thereto". Trustor shall pay any Trustee's fees and charges for preparation and recording of the reconveyance.

31. **Release of Parties or Collateral.** Without affecting the obligations of any party under the Loan Documents (including any guarantor, surety or endorser of Trustor's obligations) or any subsequent purchaser of the Property, and without affecting the lien of this Deed of Trust and Beneficiary's security interest in the Property, Beneficiary may, without notice (a) release Trustor and any other party now or hereafter liable for the payment or performance of any obligations under the Loan Documents, including guarantors of the Loan, (b) release all or any part of the Property, (c) subordinate the lien of this Deed of Trust or Beneficiary's security interest in the Property, (d) take or release any other security or guaranty, (e) grant an extension of time or accelerate the time for performance of the obligations owed under the Loan Documents, (f) modify, waive, forbear, delay or fail to enforce any obligations owed under the Loan Documents, (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of all or any part of the Property, (h) make advances pursuant to the Loan Documents including advances in excess of the Note amount, (i) consent to the making of any map or plat of the Property, and (j) join in the grant of any easement on the Property. Any subordinate lienholder shall be subject to all such releases, extensions or modifications without notice to or consent from the subordinate lienholder. Trustor shall pay any Trustee's or attorneys fees, title insurance premiums or recording fees in connection with any of the foregoing.

32. **Nonwaiver of Terms and Conditions.** Time is of the essence with respect to performance by Trustor of the obligations due under the Loan Documents. Beneficiary's failure to require prompt enforcement of any required obligations shall not constitute a waiver of the obligations due or any subsequent required performance of the obligation. No term or condition of the Loan Documents may be waived, modified or amended except by a written agreement signed by Trustor and Beneficiary. Any waiver of any term or condition of the Loan Documents shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

33. **Business Use of Property.** Trustor represents and warrants to Beneficiary that the Property is used solely for business or commercial purposes and does not include agricultural or residential use property.

34. **Joint and Several Liability.** If there is more than one Trustor of this Deed of Trust, their obligations shall be joint and several.

35. **Operating and Financial Statements.** At Beneficiary's request, Trustor will deliver to Beneficiary operating statements and occupancy reports (including a rent roll) for the Property in a form and for periods satisfactory to Beneficiary certified as correct and complete by the responsible officer of Trustor. Trustor shall permit Beneficiary to examine all books and records of Trustor pertaining to the Property and deliver to Beneficiary upon request all financial statements, credit reports and other documents in the possession of Trustor relating to the financial condition of Trustor, any tenant of the Property and any guarantor of the Loan, including rental, income and expense statements pertaining to the Property and tax returns and audits.

36. **Maximum Interest Rate.** Trustor and Beneficiary intend to comply with the applicable laws relating to the maximum interest rates on loans such as the Loan. The Loan Documents are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Beneficiary for the use, forbearance or detention of the money loaned under the Note or otherwise, or for the performance or payment of any indebtedness, exceed the maximum amount permitted under applicable law. Trustor shall not be obligated to pay any amount of interest in excess of the maximum amount of interest permitted by applicable law. If Trustor or any other holder of this Deed of Trust shall ever receive as interest on the Loan an amount which exceeds the maximum amount of interest permitted by applicable law, such excess amount shall be applied to reduction of the principal amount owing on the Loan so as to fully and strictly comply with such law. Without limiting the foregoing, all calculations of interest shall

be made, to the extent permitted by law, by amortizing, prorating, allocating and spreading all interest in equal parts over the full stated term of the Loan.

37. **Evasion of the Prepayment Premium.** If Trustor is in default under any material obligation of Trustor under the Loan Documents, any tender of payment sufficient to satisfy all sums due under the Loan Documents made at any time prior to foreclosure sale shall constitute an evasion of the prepayment terms contained in the Note, if any, and shall be deemed a voluntary prepayment and subject to the payment of any applicable prepayment fee or premium.

38. **Payment of New Taxes.** If any federal, state or local law is passed subsequent to the date of this Deed of Trust which requires Beneficiary to pay any tax because of this Deed of Trust or the sums due under the Loan Documents, then Trustor shall pay to Beneficiary on demand any such taxes if it is lawful for Trustor to pay them. If it is not lawful for Trustor to pay such taxes, then at its option Beneficiary may, upon ninety days prior written notice, declare the whole sum of the indebtedness with interest thereon to be immediately due and payable.

39. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of any 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 the Trustee.

40. **Substitution of Trustee.** Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers, duties, authority and title of the original Trustee. Appointment of a successor Trustee shall become effective upon filing for record in the office of the county recorder of each county in which said Property is situated a Substitution of Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

41. **Environmental Compliance and Indemnification.** Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge after due and diligent inquiry, neither the Property nor any improvements presently contain asbestos, or signs of water damage or mold in any form, and except as disclosed in writing by the Environmental Site Assessment provided to Beneficiary prior to closing the Loan, no hazardous or toxic waste or substances are being stored, used, generated or released on (or located in the soil, groundwater, surface water or waterways) at or under the Property or any adjacent property in quantities or concentrations sufficient to require investigation, removal or remediation under the Environmental Laws (as hereinafter defined) nor have any such quantities or concentrations of waste or substances been stored, generated, released or used on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property, nor are any underground storage tanks (whether or not in use) located in, on or under any part of the Property. Trustor shall provide written notice to Beneficiary immediately upon Trustor becoming aware of any underground storage tanks on the Property, or that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Trustor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any adjoining property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "**hazardous or toxic waste or substances**" means asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, flammable explosives, radioactive materials, hazardous materials and petroleum and its refined products, and any substance or material defined, regulated, controlled, limited, prohibited or classified as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 USC 9601, et seq.), the Hazardous

Materials Transportation Act, as amended, (49 USC 1801, et seq.), the Resource Conservation and Recovery Act, as amended, (42 USC 6901, et seq.) the Clean Water Act, as amended, (33 USC 1251, et seq.), the Clean Air Act, as amended, (42 USC 7401, et seq.), the Toxic Substances Control Act, as amended, (15 USC 2601, et seq.) or in any other applicable federal, state or local environmental statute, regulation or ordinance now or hereafter in effect governing the Property it businesses, products or assets, with respect to discharges into the ground and surface water, emissions into ambient air and generation, control, accumulation, storage, treatment, transportation, removal, labeling, or disposal of waste materials or process by-products, the existence, cleanup, and/or remedy of contamination on property, the protection of the environment from soil, air or water pollution, or from spilled, deposited or otherwise emplaced contamination (the "**Environmental Laws**"). Trustor shall promptly comply at Trustor's expense with all statutes, regulations and ordinances which apply to Trustor or the Property and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction or by which Trustor is bound, relating to the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on or under the Property or in, on or under any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Property. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Trustor has actual knowledge of the existence of hazardous or toxic substances in, on or under the Property or any adjacent property as of the date of this instrument, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary in connection with such compliance activities. Trustor agrees to indemnify, defend and hold harmless Beneficiary, its officers, directors, insurers, agents, representatives, and employees from and against any and all loss, damage, expense (including without limitation reasonable attorneys fees and the cost of environmental consultants), liability, injury, claims, suits, judgments, fines and penalties or liability associated with or related to the presence, use, manufacture, storage, dumping, disposal, discharge, cleanup or removal of hazardous materials or toxic waste affecting the Property. This indemnity shall not apply to any of the foregoing to the extent proximately caused by the willful misconduct or gross negligence of Beneficiary, or its employees, agents and representatives while Beneficiary is in actual possession and control of the Property. These covenants and agreements shall survive any foreclosure, release, discharge or satisfaction of this Deed of Trust or the indebtedness secured thereby. Reference is made to that certain Environmental Agreement and Indemnity of even date herewith by and among Trustor, HAROLD DALE RENFRO, Andrew Victor Renfro, as Trustee of the HAL AND SHEENA RENFRO IRREVOCABLE TRUST dated September 26, 2007, Hal D. Renfro (also known as Harold Dale Renfro) and Sheena A. Renfro, as Trustees of the RENFRO FAMILY TRUST dated October 10, 1995, as amended and restated, and Beneficiary (the "**Environmental Agreement and Indemnity**"). The provisions of the Environmental Agreement and Indemnity are not secured by this Deed of Trust and are separate and distinct from and in addition to, any and all rights of Beneficiary against Trustor, any guarantor or any other person under the Loan Documents, or applicable law, but may be read together to maximize the coverage with respect to the subject matter thereof, as determined by Beneficiary.

42. **Reserves.** Upon occurrence of an event of default and the expiration of any applicable notice and cure period, and thereafter until the Loan is fully paid and this Deed of Trust is reconveyed, Trustor shall pay to Beneficiary, together with and in addition to the monthly payments of principal and interest payable on the Note, on the date set forth in the Note for the making of monthly payments, until the Note is fully paid, a sum, as estimated by Beneficiary, equal to the taxes and special assessments next due on the Property, plus the premiums that will next become due and payable on insurance policies required by this Deed of Trust, divided by the number of months to elapse before the premiums, taxes and special assessments are due, such sums to be held by Beneficiary to pay said premiums, taxes and special

assessments. Such payments ("**Reserves**") are to be held without allowance of interest to Trustor and need not be kept separate and apart from other funds of Beneficiary. Such Reserves shall be applied by Beneficiary to real estate taxes, special assessments and insurance premiums on the Property as the same become due and payable. Collection of the reserves are solely for the added protection of Beneficiary and entails no responsibility on the part of Beneficiary beyond allowance of due credit for sums actually received by Beneficiary and the payment by Beneficiary of such taxes, special assessments and insurance premiums to the extent of the Reserves when itemized statements are actually presented to Beneficiary by Trustor. If the total of the Reserves shall exceed the amount of payments actually applied by Beneficiary, such excess may be credited by Beneficiary on subsequent payments to be made by Trustor, or at the option of Beneficiary, refunded to Trustor. Trustor shall cause all bills or statements relating to the taxes or payment of the insurance premiums to be mailed to Beneficiary at its address set forth herein or to such other address as Beneficiary may provide in writing to Trustor.

43. **Property Management.** Trustor agrees that Beneficiary shall have the right to install professional management of the Property at any time following the occurrence of a default, if such default remains uncured following the expiration of any applicable cure period specified in the Loan Documents. Such professional management shall be at the sole discretion of Beneficiary and nothing herein shall obligate Beneficiary to exercise its right to install professional management. The cost of such management shall be borne by Trustor, shall be secured by this Deed of Trust and shall be treated as an additional advance under the Loan Documents.

44. **Trustor Not a Foreign Person.** Trustor is not a "foreign person" as that term is defined by Section 1445(f) (3) of the U.S. Internal Revenue Code of 1986, as amended.

45. **Representations of Trustor.** Trustor represents and warrants to Beneficiary that Trustor (a) is (1) an individual of legal age and capacity, or (2) a corporation, general partnership, limited partnership, limited liability company, trust or other legal entity, duly organized, validly existing and in good standing under the laws of its creation, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such authorization; (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Deed of Trust and the other Loan Documents.

46. **Notices.** Except for any notice required by law to be given in another manner, any notice given by Trustor, Trustee or Beneficiary shall be in writing and shall be effective (1) on personal delivery to the party receiving the notice or (2) on the third day after deposit in the United States mail, certified with postage prepaid with return receipt requested, addressed to the party at the address set forth above, or with respect to the Trustor, to the address at which Beneficiary customarily or last communicated with Trustor.

47. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds the parties hereto and their respective representatives, heirs, successors and assigns.

48. **Controlling Document.** In the event of a conflict or inconsistency between the terms and conditions of this Deed of Trust and the terms and conditions of any other of the Loan Documents (except for any separate Assignment of Leases and Rents which shall prevail over this Deed of Trust), the terms and conditions of this Deed of Trust shall prevail.

EXHIBIT A

(Legal Description of Property)

Land and improvements situated in the County of Salt Lake, State of Utah and described as:

BEGINNING AT A POINT 140 FEET WEST FROM THE NORTHEAST CORNER OF LOT 12, BLOCK 2, FIVE ACRE PLAT "B", BIG FIELD SURVEY, AND RUNNING THENCE WEST 619 FEET; THENCE SOUTH 673 FEET TO THE NORTH LINE OF A RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG SAID LINE 334.41 FEET; THENCE EASTERLY ALONG A 350.065 FOOT RADIUS CURVE LEFT 157.43 FEET; THENCE NORTH 473 FEET; THENCE EAST 132 FEET; THENCE NORTH 165 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE NORTHERLY 5.13 FEET THEREOF.

ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT WHICH IS NORTH 89° 56' 10" WEST, 140.00 FEET; SOUTH 0° 00' 15" EAST, 5.13 FEET; SOUTH 89° 59' 30" WEST 310.80 FEET AND SOUTH 0° 00' 15" EAST, 159.479 FEET FROM THE NORTHWEST CORNER OF LOT 12, BLOCK 2, FIVE ACRE PLAT "B", BIG FIELD SURVEY; THENCE SOUTH 0° 00' 15" EAST, 346.655 FEET; THENCE SOUTH 89° 33' 30" EAST, 178.805 FEET; THENCE NORTH 0° 00' 15" WEST, 347.834 FEET; THENCE NORTH 89° 56' 10" WEST, 178.800 FEET TO THE POINT OF BEGINNING.

Assessor's Tax Parcel Nos. 15-14-426-003-0000, 15-14-426-004-0000, 15-14-426-005-0000, 15-14-426-007-0000

Property Address: 729, 753-785, 777, 795 West 1700 South –and- 760 West 1700 South (*f/k/a* 1760 South Grant Street), Salt Lake City, UT 84104