

9677928  
3/29/2006 11:36:00 AM \$30.00  
Book - 9272 Pg - 9784-9794  
Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 11 P.

9533086  
10/25/2005 3:43:00 PM \$34.00  
Book - 9207 Pg - 7238-7250  
Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 13 P.

This instrument prepared by and  
after recording return to:

Jenine Mason  
U.S. BANK N.A.  
LM CA HB-2 CLOSING AUDIT DEPT.  
9918 HIBERT ST.  
SAN DIEGO, CA 92131

71- 6517399342

ETA# 2157541

Tax Parcel No. 16-31-451-026



**UTAH DEED OF TRUST, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES  
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)**

This Utah Deed of Trust, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("Deed of Trust") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Trustor") in favor of U.S. BANK N.A., having a mailing address at 9918 Hibert St. SAN DIEGO, CA 92131 (the "Trustee"), for the benefit of U.S. BANK N.A. (the "Beneficiary"), as of the date set forth below.

**ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY**

**1.1 Grant of Deed of Trust/Security Interest.** IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by the Trustee to the Trustor, and the financial accommodations from the Beneficiary to the Trustor as described below, the Trustor does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, CONVEY AND CONFIRM, ASSIGN, TRANSFER AND SET OVER unto Trustee, its successors and assigns IN TRUST, forever, for the benefit of the Beneficiary, the Mortgaged Property (defined below) to secure all of the Trustor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Trustor to the Beneficiary, whether now or hereafter existing, between the Trustor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Beneficiary to the Trustor even though not specifically enumerated herein and any other agreement with the Beneficiary (together and individually, the "Loan Documents"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code.

**1.2 "Mortgaged Property"** means all of the following, whether now owned or existing or hereafter acquired by the Trustor, wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

This instrument prepared by and after recording return to:

Jenine Mason  
U.S. BANK N.A.  
LM CA HB-2 CLOSING AUDIT DEPT.  
9918 HIBERT ST.  
SAN DIEGO, CA 92131

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.  
Submitted by Equity Title Ins. Agency, Inc.

71- 6517399342

ETA# 2147541

Tax Parcel No. 16-31-451-026



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**2.2 Maintenance; Waste; Alteration.** The Trustor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Trustor will not commit or permit waste to be committed on the Premises. The Trustor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Trustor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

**2.3 Transfer and Liens.** The Trustor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

**2.4 Escrow.** After written request from the Beneficiary, the Trustor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or hazard insurance premiums when due. Interest will not be paid by the Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of the Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

**2.5 Taxes, Assessments and Charges.** To the extent not paid to the Beneficiary under 2.4 above, the Trustor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon the Beneficiary's interest in the Premises, and deliver to the Beneficiary receipts showing timely payment.

**2.6 Insurance.** The Trustor will continually insure the Premises against such perils or hazards as the Beneficiary may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least thirty (30) days' prior written notice to the Beneficiary and will contain a mortgage clause acceptable to the Beneficiary; and the Trustor will take such other action as the Beneficiary may reasonably request to ensure that the Beneficiary will receive (subject to no other interests) the insurance proceeds from the Improvements. The Trustor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Beneficiary the proceeds of all such insurance and any premium refund; and authorizes the Beneficiary to endorse the Trustor's name to effect the same, to make, adjust or settle, in the Trustor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

**2.7 Condemnation.** Any compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof, shall be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

**2.8 Environmental Matters.** Except as specifically disclosed by Trustor to Beneficiary in writing prior to the execution of this Deed of Trust, Trustor represents and warrants as follows. There exists no uncorrected violation by the Trustor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Trustor is not subject to any judgment, decree,

Trustor shall be held in trust by the Trustor for the Beneficiary. All such payments received by the Beneficiary may be applied in any manner as the Beneficiary determines to payments required under this Deed of Trust, the Loan Documents and the Obligations. The Trustor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Beneficiary.

**2.13 Fixture Filing.** From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Trustor as set forth in this Deed of Trust and the name and address of the secured party is the name and address of the Beneficiary as set forth in this Deed of Trust. The Mortgaged Property includes goods which are or may become so affixed to real property as to become fixtures. If any of the Mortgaged Property is of a nature such that a security interest therein can be perfected under the Uniform Commercial Code, this Deed of Trust shall also constitute the grant of a security interest to the Beneficiary and serve as a Security Agreement, and Trustor agrees to execute any financing statements and to execute other instruments that may be required for the further specification, perfection or renewal of such security interest.

### ARTICLE III. RIGHTS AND DUTIES OF THE BENEFICIARY

In addition to all other rights (including setoff) and duties of the Beneficiary under the Loan Documents which are expressly incorporated herein as a part of this Deed of Trust, the following provisions will also apply:

**3.1 Beneficiary Authorized to Perform for Trustor.** If the Trustor fails to perform any of the Trustor's duties or covenants set forth in this Deed of Trust, the Beneficiary may perform the duties or cause them to be performed, including, without limitation, signing the Trustor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from the Trustor to the Beneficiary from the date of expenditure by the Beneficiary to date of payment by the Trustor, and will be one of the Obligations secured by this Deed of Trust. All acts by the Beneficiary are hereby ratified and approved, and the Beneficiary will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

### ARTICLE IV. DEFAULTS AND REMEDIES

The Beneficiary may enforce its rights and remedies under this Deed of Trust upon default. A default will occur if the Trustor fails to comply with the terms of any Loan Documents (including this Deed of Trust or any guaranty by the Trustor) or a demand for payment is made under a demand loan, or the Trustor defaults on any other mortgage affecting the Land, or if any other obligor fails to comply with the terms of any Loan Documents for which the Trustor has given the Beneficiary a guaranty or pledge. Upon the occurrence of a default, the Beneficiary may declare the Obligations to be immediately due and payable.

**4.1 Remedies.** In addition to the remedies for default set forth below and in the other Loan Documents, including acceleration, the Beneficiary upon default will have all other rights and remedies for default available by law or equity. Upon a default, Beneficiary may exercise the following remedies:

**(a) Enforcement of Assignment of Rents and Leases.** Beneficiary may:

(i) terminate the license granted to Trustor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Mortgaged Property), collect and sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

(ii) make, modify, enforce, cancel or accept surrender of any leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Mortgaged Property;

(iii) apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Obligations; and

(iv) require Trustor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

or against the Mortgaged Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by Trustor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

**(g) Waiver by the Beneficiary.** The Beneficiary may permit the Trustor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Beneficiary may waive any default without waiving any other subsequent or prior default by the Trustor. Furthermore, delay on the part of the Beneficiary in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Beneficiary has expressly agreed in writing specifying such waiver or suspension.

**(h) Attorneys' Fees and Other Costs.** Attorneys' fees; costs of procuring title insurance commitments and title searches; appraisals; environmental testings, reports and audits; and other costs incurred in connection with this Deed of Trust may be recovered by the Beneficiary and included in any sale made hereunder or by judgment of foreclosure.

#### ARTICLE V. TRUSTEE

**5.1 Action by Trustee.** The Trustee named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property. In the event that the substitution of the Trustee shall become necessary for any reason, the substitution of a trustee in the place of that named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

**5.2 Employment of Agents.** The Trustee, or any one acting in its stead, shall have, in its discretion, authority to employ all property agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Trustor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may rely on any document believed by it in good faith to be genuine. All money received by the Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and the Trustee shall not be liable for interest thereon.

**5.3 Indemnification of Trustee.** If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, the Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

**5.4 Successor Trustee.** In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the forgoing powers and trust may be required, or for any other reason satisfactory to the Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name, substitute and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. Any successor Trustee may be replaced, at the option of the Beneficiary, by the original Trustee or a successor Trustee previously replaced, each such substitution to be made as herein provided.

#### ARTICLE VI. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Deed of Trust, the following provisions will also apply:

6.12 Riders. The rider(s) attached hereto and recorded together with this Deed of Trust are hereby fully incorporated into this Deed of Trust. [Check applicable box(es)]  Condominium Rider  Second Deed of Trust Rider  Construction Loan Rider  Other(s) (Specify) Borrower's Certificate and Indemnity regarding Hazardous Substances;

Small business Administration Program Rider  
IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust as OCTOBER 18, 2005

(Individual Trustor)

Printed Name \_\_\_\_\_ N/A

(Individual Trustor)

Printed Name \_\_\_\_\_ N/A

CAMWEST ENTERPRISES L.L.C.

Trustor Name (Organization) \_\_\_\_\_

a Utah limited liability company

By \_\_\_\_\_

Name and Title Rick Western  
Managing Member

By \_\_\_\_\_

Name and Title Cameron Bramlage  
Managing Member

(Beneficiary Address)

\_\_\_\_\_  
9918 HIBERT ST.  
SAN DIEGO, CA 92131

(Trustor Address)

\_\_\_\_\_  
340 East 3900 South  
Salt Lake City, UT 84107

STATE OF Utah }  
COUNTY OF Salt Lake } ss.

This instrument was acknowledged before me on October 21, 2005 by Rick Western  
(Date) (Name(s) of Person(s))

and Cameron Bramlage

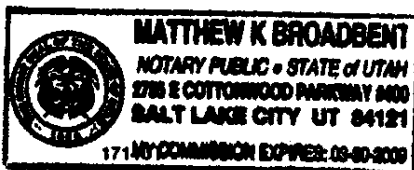
as Managing Member and Managing Member

(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of CAMWEST ENTERPRISES L.L.C.

(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)



\_\_\_\_\_  
Printed Name: Matthew K. Broadbent  
Notary Public, State of: UTAH  
My commission expires: 3/30/2009

## Exhibit "A"

Beginning South 89°57'25" East 379.5 feet and South 0°00'41" West 7 feet from the Northwest corner of Lot 9, Block 7, Ten Acre Plat "A" Big Field Survey; thence South 89°57'25" East 132 feet; thence South 0°00'15" West 182.3; thence North 89°57'25" West 132.02 feet; thence North 0°00'41" East 182.3 feet to beginning.

APN #: 16-31-451-026

**TO BE ATTACHED TO THE DEED OF TRUST OR MORTGAGE:**

**BORROWER'S CERTIFICATE AND INDEMNITY  
REGARDING HAZARDOUS SUBSTANCES**

In connection with and as partial consideration for the making of a conditional commitment to lend (the "Commitment") of \$588,000.00 by, U.S. Bank National Association ("Lender"), to CAMWEST ENTERPRISES L.L.C. ("Borrower"), Borrower hereby certifies to Lender and agrees as follows:

- 1A. Except as disclosed in Section 1B below, Borrower has no knowledge after due investigation of (a) the presence of any "Hazardous Substances" (as defined below) on that certain real property situated in Salt Lake County, State of Utah, located at 340 East 3900 South, Salt Lake City, UT 84107, legally described in Exhibit A attached hereto (the "Property"), or (b) any spills, releases, discharges, disposal, storage or manufacture of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (c) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction on or operation and use of the Property.
  
- 1B. Information pertaining to Hazardous Substances: \_\_\_\_\_  
\_\_\_\_\_
  
2. In connection with the construction on or operation and use of the Property, Borrower represents for itself, its contractors, subcontractors and any other of its agents, that, as of the date of this Certificate, it has no knowledge after due investigation of any failure to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.
  
3. Borrower represents and warrants to Lender that it has duly investigated the present and past uses of the Property and has made due inquiry of the appropriate governmental agencies and offices having jurisdiction over the Property and the laws regulating the environment, as to whether the Property or any property in the immediate vicinity of the Property is or has been the site of storage of or contamination by any Hazardous Substances. Borrower will provide Lender with a written summary of its investigations and copies of all inquiries and responses.
  
4. Borrower agrees to immediately notify Lender if Borrower becomes aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Property, or any adjacent property, or (b) any lien, action or notice of the nature described in paragraph 2 above. At its own cost, Borrower will take all actions which are necessary or desirable to clean up any Hazardous Substances affecting the Property, including removal, containment or any other remedial action required by applicable governmental authorities.
  
5. Borrower agrees to indemnify and hold Lender harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines lawsuits and other proceedings and costs and expenses (including attorneys' fees), arising directly or indirectly from or out of, or in any way connected with (a) the inaccuracy of the certifications contained herein, (b) any activities on the Property during Borrower's ownership, possession or control of the Property which directly or indirectly result in the Property or any other property becoming contaminated with Hazardous Substances (c) the discovery of Hazardous Substances on the Property or any other property, and (d) the cleanup of Hazardous Substances from the Property or any other properties. Borrower acknowledges that it will be solely responsible for all costs and expenses relating to the cleanup of Hazardous Substances from the Property or from any other properties which become contaminated with Hazardous Substances as a result of activities on or the contamination of the Property.



6. Borrower's obligations under this Certificate are unconditional and shall not be limited by any nonrecourse or other limitations of liability provided for in any document relating to the Loan ("Loan Documents"). The representations, warranties and covenants of Borrower set forth in this Certificate (including without limitation the indemnity provided for in paragraph 5 above) shall continue in effect and, to the extent permitted by law, shall survive the transfer of the Property pursuant to foreclosure proceedings (whether judicial or nonjudicial), by deed in lieu of foreclosure or otherwise. Borrower acknowledges and agrees that its covenants and obligations hereunder are separate and distinct from its obligations under the Loan and the Loan Documents.
7. Borrower also agrees to pay all costs and expenses incurred in any examination of the property that is required by Lender to determine the presence, nature and extent of any Hazardous Substances. Any such required examination shall be made by a qualified environmental auditor acceptable to Lender.
8. As used in this Certificate, "Hazardous Substances" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or hazardous, toxic or radioactive substance, (or designated by any other similar term), by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of the Loan Documents or the period of time Borrower remains in possession, custody or control of the Property following foreclosure of the Loan Documents or acceptance by Lender of a deed in lieu of foreclosure.
9. This certificate shall be binding upon and inure to the benefit of Lender and Borrower and their respective heirs, representatives, successors and assigns.

**IN WITNESS WHEREOF**, Borrower has executed this Certificate and Indemnity as of **October 18, 2005**.

**BORROWER: CAMWEST ENTERPRISES L.L.C.**

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

**Rich Western, Managing Member**

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

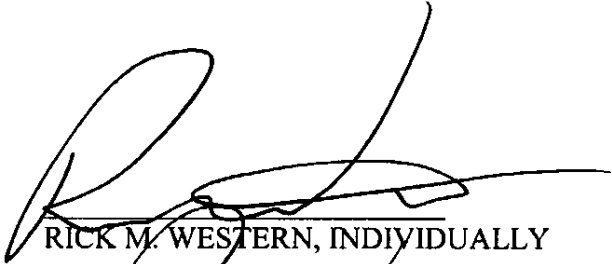
**Cameron Bramlage, Managing Member**

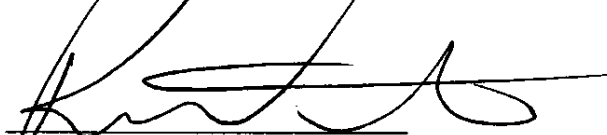
## SMALL BUSINESS ADMINISTRATION PROGRAM RIDER

THE LOAN SECURED BY THIS LIEN WAS MADE UNDER A SMALL BUSINESS ADMINISTRATION PROGRAM. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

  
RICK M. WESTERN, INDIVIDUALLY

  
RICK M. WESTERN, FOR CAMWEST  
ENTERPRISES, LLC

State of Utah                    )  
  :SS  
County of SALT LAKE    )

The foregoing instrument was acknowledged before me the 20th day of March, 2006, by RICK M. WESTERN, INDIVIDUALLY AND RICK M. WESTERN FOR CAMWEST ENTERPRISES, LLC,

  
Notary Public

