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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CITY REDEVELOPMENT AGENCY
 451 S STATE ST RM 418
 SLC UT 84111
 BY: ZJM, DEPUTY - WI 39 P.

WHEN RECORDED, RETURN TO:
 Redevelopment Agency of Salt Lake City
 451 South State Street, Room 418
 Salt Lake City, Utah 84111
 Attention: Executive Director

Sidwell No. : 16-06-305-027-6001

**AMENDED AND RESTATED
 CROSS EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED CROSS EASEMENT AGREEMENT (this "*Agreement*") is hereby entered into this 15th day of July, 2005, by and among PRICE/PROSWOOD, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("**PPLC**"), CITY CENTRE ONE ASSOCIATES, LLC, a Utah limited liability company, formerly City Centre One Associates, Ltd. ("**CC One**"), the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Redevelopment Agencies Act ("*Agency*"), STATE BUILDING OWNERSHIP AUTHORITY, a body corporate and politic of the State of Utah ("*Authority*"), WOOD CITY CENTRE ASSOCIATES, L.L.C., a Utah limited liability company ("*Housing Developer*"), individually, a "*Party*" and collectively, the "*Parties*". Reference in this Agreement to a Party or the Parties shall include, unless the context requires otherwise, the successors and assigns of the Parties, including their successors in interest to the applicable real property.

RECITALS:

A. This Agreement relates to certain real property located on Block 53 Plat "A", Salt Lake City, County of Salt Lake, State of Utah ("**Block 53**").

B. PPLC and the Authority entered into that certain Cross Easement Agreement, dated September 28, 1989 and recorded October 2, 1989 as Entry No. 4830023 of the official real property records of Salt Lake County, Utah (the "*Official Records*"). The Cross Easement Agreement was amended by that certain First Amendment of Cross Easement Agreement among PPLC, CC One, Agency and Authority, dated on December 21, 1999 and recorded as Entry No. 7540091 in the Official Records (the Cross Easement Agreement and the First Amendment to Cross Easement Agreement are collectively referred to herein as the "*Cross Easement Agreement*"). The Cross Easement Agreement, provides, among other things, for the creation of certain cross easements over certain Common Areas (defined later) located on a parcel of land owned by CC One on Block 53

(the "**CC One Parcel**"), on a parcel of land then owned by the Agency on Parcel 53 and currently owned by the Housing Developer (the "**Housing Parcel**"), on a parcel of land owned by PPLC on Block 53 (the "**PPLC**"), and on a parcel of land owned by Authority on Block 53 (the "**Authority Parcel**"). The CC One Parcel, the Housing Parcel, the PPLC Parcel, and the Authority Parcel are legally described on Exhibit "A" attached hereto and incorporated herein by reference.

C. Contemporaneously herewith, the Agency, Block 53 Associates, LLC, a Utah limited liability company that is a wholly owned subsidiary of PPLC ("**Block 53 Associates**"), and Housing Developer have entered into a Development Agreement ("**Development Agreement**"), pursuant to which, among other things, Housing Developer will agree to construct upon the Housing Parcel, a multi-level commercial and residential building and a multi-level parking structure that will consist of (i) parking stalls in the two below grade levels to be located adjacent to the Authority parking facilities located on the Authority Parcel ("**Authority Parking Facilities**"), which will be owned on a condominium basis by the Agency (the "**Agency Parking Unit**"), and (ii) parking stalls in three above grade levels (the "**Housing Parking Unit**"), to be initially owned by the Housing Developer on a condominium basis and marketed with residential condominium sub-units to be constructed above the Housing Parking Unit. The Housing Parking Unit and the commercial and residential development on the Housing Parcel are hereafter collectively referred to as the "**Housing Developer Facilities**". The Agency Parking Unit and the Housing Parking Unit are sometimes collectively referred to as the "**Parking Units**". The condominium association, consisting in part of the owners of the Agency Parking Unit and the Housing Developer Facilities, is referred to herein as the "Association."

D. Upon completion of the Agency Parking Unit, the Agency has agreed to lease the Agency Parking Unit to the Authority pursuant to a lease agreement ("**Agency Parking Lease**") for use of the occupants of the Heber Wells Building and the DWS Building, which are buildings owned by the Authority and located on Block 53. It is intended that the Agency Parking Unit and Authority Parking Facilities will be integrated and operated as a single parking facility during the term of the Agency Parking Lease.

E. The Parties desired to amend and restate (replace) the Cross Easement Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Amendment and Restatement of Cross Easement Agreement. This Agreement hereby states (with respect to the Housing Developer) and amends and restates (with respect to the Agency, CC One, Authority and PPLC) all of the agreements of the Parties with respect to the Cross Easement Agreement.

2. Parcels. The CC One Parcel, the PPLC Parcel, the Authority Parcel, and the Housing Parcel (until such time as the Condominium Project units are created from the Housing Parcel), the Agency Parking Unit and the Housing Developer Facilities are sometimes collectively referred to as the "*Parcels*" and individually as a "*Parcel*".

3. Release of the Authority Parcel. The Authority Parcel is released from the provisions of that certain Agreement for Disposition of Land for Private Development between PPLC and Agency, dated March 23, 1982, as amended ("ADL"), and that certain Declaration of Easements, Covenants, Conditions and Restrictions of City Centre, recorded September 11, 1984, as Entry No. 3991361 in the Official Records. The Parties acknowledge that pursuant to that certain Release of Agreement for Disposition of Land between PPLC and Agency, dated December 21, 1999, and certain other agreements, the ADL is terminated and all real property has been released from the provisions thereof.

4. Common Areas. As used herein the term "*Common Areas*" shall mean those portions of the Parcels situated at ground level, aboveground or underground, which are not occupied by buildings or parking stalls and which are available for use by all owners and occupants of buildings on the Parcels and their respective customers, employees, agents and invitees. Common Areas shall include, without limitation, the ground level, aboveground and underground walkways, including perimeter sidewalks, stairways (not enclosed within any building), landscaped areas, fountains, storage areas, public benches, bus stops, toll booths, exterior amphitheaters, and common utility areas. Common Areas shall not include, however, (i) elevators, vestibules and stairways which constitute an enclosed part of any building; (ii) canopies, overhangs, porches or steps attached to buildings (which shall be deemed to be a part of the building to which attached); (iii) drive-up banking remote teller units and related driveways, loading docks, stacking lanes and turn around facilities; and (iv) roadways, automobile ramps, drive aisles, and entry and exitways to adjacent streets and truck access areas.

5. Easements. Each Party hereby grants as to its respective Parcel, the following easements:

a. Easements for Encroachments. Each Party hereby grants to the other Parties an easement for the reasonable encroachment of footings, shoring and underground columns necessary to facilitate the construction of the integrated underground and aboveground levels of parking and the foundations of buildings, all as contemplated in this Agreement. Each Party, as its interest may appear, hereby acknowledges and consents to the encroachment of the existing parking ramp that provides access to the Authority Parking Facilities from Second East Street, and the associated deck. The Parties acknowledge that such ramp and deck encroach upon the PPLC Parcel and the Authority Parcel.

b. Easements Over Common Areas. Each Party grants to the other Parties, non-exclusive easements to use each portion of Common Areas constructed on such grantor's respective

Parcel for the intended purposes of such Common Areas. Such easements shall be for the use of each grantee and its successors, assigns, tenants, sub-tenants, licensees and concessionaires, and their respective customers, employees, agents and other invitees. Such non-exclusive easements are to use the various sidewalks, walkways, benches, stairways and other improvements on the Common Areas for the passage and convenience of pedestrians.

The easements described herein are subject, in each case, to the rights of each grantor to rearrange or modify the Common Areas within its Parcel to the extent permitted by this Agreement.

c. Storm Drainage Easements. Each Party grants the other Parties, a reasonable easement across ground level and underground parking levels of its Parcel for storm drainage and storm drainage facilities; provided, however, no Party shall have the right to use any other Party's Parcel for the temporary retention or holding of storm waters.

d. Easement for Utilities. In the event any Party is unable to obtain necessary utility service directly from contiguous rights of way, the other Parties shall, in good faith, evaluate any request by such requesting Party for an underground utility easement across the granting Party's Parcel and shall grant such request provided:

(i) There are no material adverse consequences to the grantor;

(ii) The grantee agrees to pay for all costs associated with the preparation of such easement and the construction, repair and maintenance of all lines and equipment within the resulting easement area; and

(iii) The grantee agrees to indemnify the grantor from any liability arising from the use, installation, repair or condition of any such lines or equipment.

The provisions of this paragraph also apply to requests for easements across the granting Party's Parcel for the purpose of installing and maintaining control and computer hook-up lines for comprehensive property and building management systems, mechanical and electrical equipment, lines for security equipment and telephone interconnect and other communication lines. All such utilities or other lines under this sub-paragraph shall be placed in conduit and installed beneath the plaza level and shall be maintained by the installing Party.

(iv) Duration and Modification of Easements. The storm drainage easement described in paragraph 5(c) above shall be perpetual subject, however, to abandonment, which shall be conclusively presumed in the event of continuous non-use for a period of two years. The utility and other easements granted pursuant to paragraph 5(d) above shall terminate and expire on the date which a building served by such easements ceases to exist, unless such building is restored or replaced within two years after its destruction. All other easements shall have a perpetual term until abandoned.

6. Construction and Integration of Underground Parking Facilities. The Authority has constructed the Authority Parking Facilities, which consist of two levels of underground parking such that the Authority Parking Facilities can be accessed from the Heber Wells Building parking entrance on 200 East Street via the 200 East parking ramp. Authority has constructed the Authority Parking Facilities with knockout panels such that the Authority Parking Facilities may be integrated with and made compatible to adjacent underground parking on the PPLC Parcel and the Agency Parking Unit. In the event such parking facilities are integrated, the affected Parcel owners shall act with commercial reasonableness to provide for the common maintenance of all or part of such facilities as the Parcel owners reasonably agree is appropriate. The Authority intends to integrate the Authority Parking Facilities with the Agency Parking Unit in connection with the Agency Parking Lease. If at the expiration or termination of the Agency Parking Lease, the Agency Parking Unit and the Authority Parking Facilities remain integrated, or if it is desired by the Owners of the Parking Units, as determined through the Association, that the remaining Parking Units should become integrated, the Authority and Agency agree that it will be advantageous to provide for the common maintenance of such parking facilities. Accordingly, Authority and the Association agree to enter into an agreement for common maintenance of the Agency Parking Unit, the Authority Parking Facilities, and if applicable, the balance of the Parking Units, as contemplated in this Article. Authority shall not be required to build a parking ramp from 300 South Street.

7. Authority's Construction of Common Area Improvements. Authority has caused Common Areas on the Authority Parcel and plaza level improvements to be completed in accordance with architectural plans and specifications previously submitted to and approved by PPLC for compatibility with the balance of improvements on Block 53. Authority agrees that all areas of the Authority Parcel upon which buildings have not been constructed (including, but not limited to, those grade level areas which form the roofs of parking facilities) shall become Common Areas for the non-exclusive use of all of the permanent occupants of the Parcels, and their respective customers, employees, agents and invitees. Authority shall have a limited approval right, reasonably exercised, as to the aesthetics of the parking deck that PPLC may construct on PPLC Parcel. Such parking deck improvements shall also be subject to the review and approval of Agency.

8. Maintenance of Building Exterior, Exterior Improvements and Common Areas. Each Party agrees to maintain the exterior of its building(s), all exterior improvements and all Common Areas located on its Parcel in a manner consistent with other first class office building and commercial developments (with parking structures) in the downtown Salt Lake City area. Such maintenance by the Parties, as to their respective Parcels, shall include, without limitation, maintenance of the Common Areas according to the following standards:

a. The maintenance of asphalt, concrete and brick paved surfaces of the plaza level improvements with a type of surfacing material originally installed thereon, or such substitute material as shall be in all respects equal thereto in quality, appearance and durability;

- b. Removal of all graffiti, paper, debris, filth and refuse from the exterior improvements and Common Areas and the sweeping or washing of such areas as required;
- c. The removal of snow, ice and standing water;
- d. The installation and maintenance of adequate lighting, and the cleaning and maintenance of lighting fixtures within the exterior improvements and Common Areas;
- e. The watering, weeding, replacement or other maintenance of landscaping on Common Areas as necessary to assure first class appearance; the maintenance in good operating and sanitary condition all ramps, stairways and public elevators, if any not located within its building;
- f. The cleaning, repair and maintenance of all utility lines and facilities that serve such Common Areas to the extent that the same are not cleaned, repaired and maintained by public utilities;
- g. The maintenance of common storm drains in a free-flowing condition;
- h. The maintenance, repair and cleaning on a regular basis of all Common Areas amenities, such as fences, fountains, art objects, benches and planter boxes to their prior functioning, usability and attractiveness, including the repair of any structural deficiencies associated with any such amenities;
- i. The repair of damaged columns in underground parking areas; and
- j. The performance of such other services as are necessary to maintain the Common Areas and exterior improvements in a manner consistent with other first class office building and commercial developments in the downtown Salt Lake City area.

9. Use of Authority Parcel. Authority agrees that the Authority Parcel shall be used for office buildings primarily housing state operations, and that such Parcel will not be used for any purpose which is in violation of law, or which constitutes a nuisance, or which is of such a nature as to materially detract from the use and operation of the other Parcels.

10. Duration. This Agreement, unless otherwise provided, shall be in force and effect for 60 years from the date of recordation.

11. Recording. Parties agree that this document shall be recorded in the Official Records.

12. No Adverse Impact on Tax-Exempt Status of Authority's Bonds. PPLC and Authority agree that no action authorized or required by this Agreement shall be taken in a manner which would adversely affect the tax-exempt status of the Authority's Lease Revenue Bonds (Department

of Employment Security Project) series 1988 issued to Finance the Authority's building and improvements.

13. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, or another commercially acceptable means requiring a return receipt, postage prepaid, addressed as follows:

If CC One: City Centre One Associates, LLC,
c/o Fairfax Realty, Inc.
230 East South Temple
Salt Lake City, Utah 84111

If PPLC: Price/Prowswood, LLC
c/o Fairfax Realty, Inc.
230 East South Temple
Salt Lake City, Utah 84111

If to Agency: Redevelopment Agency of Salt Lake City
Room 418, City & County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Executive Director

If to Housing Developer: Wood City Centre Associates, L.L.C.
5460 South Riley Lane
Salt Lake City, Utah 84107
Attention Managing Member

If to Authority: State Building Ownership Authority
4110 State Office Building
Salt Lake City, Utah 84114
Attention: Department of Facilities Construction and
Management, Real Estate Manager

Notices and demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by the applicable Parcel owner.

14. Other Agreements

- a. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference.
- b. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the Parties pertaining to the matters contained herein and no agreement or modification shall be made to such agreements except by writing signed by all Parties.
- c. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- d. Further Assurances. Each Party agrees to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be reasonably requested by any other Party and necessary or desirable to fully implement the intent of this Agreement.
- e. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Each Party represents and warrants that it has the power and authority to enter into and perform this Agreement and that each has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.
- f. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any real property affected hereby is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in such property.
- g. Headings. The headings used herein are for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the sections to which they refer.
- h. Effect of Invalidation If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- i. Multiple Owners of a Parcel; Condominium Interests. If a Parcel is owned by more than one person, the person(s) holding fifty one percent ownership interest in the Parcel shall designate one of their number to represent all other fee owners in the Parcel. If a Parcel is owned by multiple condominium interests, the applicable owner's association(s) shall be deemed to represent the interests of the condominium owners and such owner's associations shall have the sole right to receive notices, insurance certificates, etc. contemplated under this Agreement, and shall

have the sole right to enforce the terms of this Agreement, including the exercise of default remedies set forth herein.

j. Transfer of Ownership. Each Party shall be responsible for the performance of all covenants, obligations and undertakings set forth herein with respect to its Parcel and which accrue during the period of its ownership. Each Party shall give notice to the other Party upon its transfer of ownership of its Parcel.

k. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

l. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

m. Costs and Attorney's Fees. If any Party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing Party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorney's fees.

n. Warranty Against Payment of Consideration for Agreement. PPLC, CC One, Authority, and Housing Developer each represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to an Agency officer or employee or former Agency officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City Corporation's ("**City**") conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

o. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if such dispute cannot be settled through direct discussion, the disputing Parties agree to first endeavor to settle the dispute by mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association, using a mediator approved by each of such Parties, before instituting legal or equitable proceedings. Each of the disputing Parties shall share the mediator's fee and any filing fees equally, and shall otherwise bear all of its own costs. The mediation shall be held in Salt Lake County, Utah. Final and complete agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. The Parties agree that all negotiations and statements made (orally or in writing) shall be confidential and shall


not be used as evidence in any judicial action or proceeding, to the fullest extent under applicable Federal and State rules of evidence.

In the event that a dispute is not settled pursuant to the immediately preceding paragraph, within one hundred (120) days after a Party notifies the other Parties in writing that such Party desires to attempt to settle the dispute pursuant to the immediately preceding paragraph, then any Party shall have the right in its sole discretion to bring a legal or equitable action before any court located in Salt Lake City, Utah. The Parties agree to waive any right to punitive damages and the right to trial by jury in any action or proceeding based on or pertaining to this Agreement.

THE UNDERSIGNED have caused this Agreement to be duly executed as of the dates set forth in the acknowledgments below with an effective date as set forth above.


CC ONE:
CITY CENTRE ONE ASSOCIATES, LLC,
a Utah limited liability company, by its Managers:

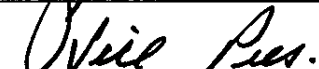
FAIRFAX REALTY, INC.
a Utah corporation, fka Price Development
Company

By: 

Martin G. Peterson, Executive Vice President

TPC INVESTMENTS, INC.,
a Utah corporation, fka The Prowswood Corporation

By: 


Its: 
_____ Vice Pres.

PPLC:

PRICE/PROWSWOOD, LLC

a Utah limited liability company, by its Managers:

FAIRFAX REALTY, INC., a Utah corporation
fka Price Development Company


By: 
Martin G. Peterson, Executive Vice President

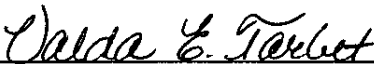
TPC INVESTMENTS, INC., a Utah corporation, fka The
Prowswood Corporation

By: 
Its: Vice Pres.

AGENCY:

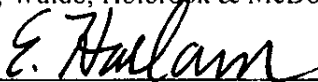
**REDEVELOPMENT AGENCY
OF SALT LAKE CITY**

By: 
Ross C. Anderson
Chief Administrative Officer

By: 
Valda E. Tarbet
Executive Director designee

Approved as to Legal Form:

Jones, Waldo, Holbrook & McDonough, P.C.

By: 

AUTHORITY:

**STATE BUILDING OWNERSHIP
AUTHORITY**

By: Edward T. Altu
Its: SECRETARY

HOUSING DEVELOPER:

WOOD CITY CENTRE ASSOCIATES, L.L.C.,
a Utah limited liability company

By its Manager, WOOD PROPERTY
DEVELOPMENT, L.C., a Utah limited liability
company

By: 
Alan J. Wood Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of June, 2005, by MARTIN G. PETERSON, as Executive Vice President of Fairfax Realty, Inc., a Utah corporation, fka Price Development Company, Manager of Price/Prowswood, LLC.



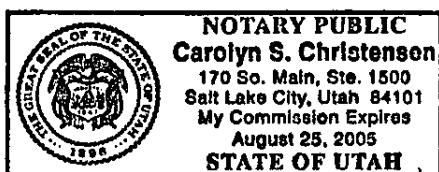
Carolyn Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

8/25/05

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan G. Wood, as Vice President of TPC Investments, Inc., a Utah corporation, fka The Prowswood Corporation, as Manager of Price/Prowswood, LLC.



Carolyn Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

8/25/05

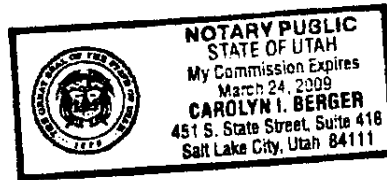
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20 day of June, 2005, by Ross C. Anderson, as Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

Carolyn I Berger
NOTARY PUBLIC
Residing at: SL County

My Commission Expires:

3/24/09



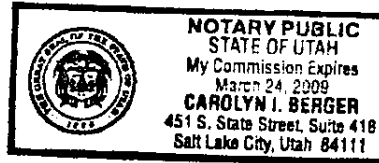
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2005, by Valda E. Jarrett Resigning Executive Director of the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

Carolyn I Berger
NOTARY PUBLIC
Residing at: SL County

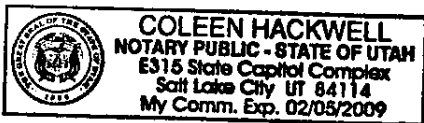
My Commission Expires:

3/24/09



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2005, by EDWARD T. ALTER, as SECRETARY of the State Building Ownership Authority, a body corporate and politic of the State of Utah.



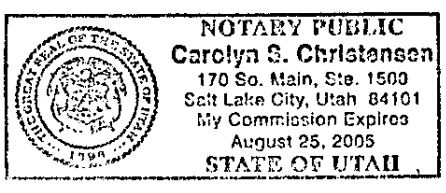
Coleen Hackwell
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

2/05/09

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan J. Wood, Manager of Wood Property Development, L.C., a Utah limited liability company, as Manager of Wood City Centre Associates, L.L.C., a Utah limited liability company.

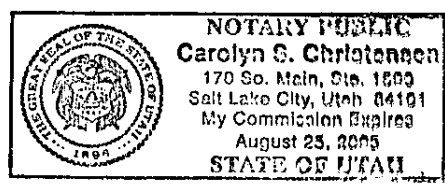


Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by MARTIN G. PETERSON, the Executive Vice President of Fairfax Realty, Inc., a Utah corporation, fka Price Development Company, as Manager of City Centre One Associates, LLC.

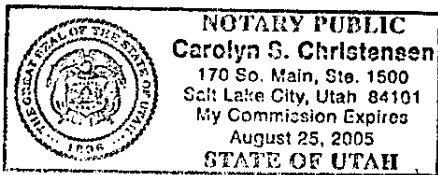


Martin G. Peterson
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

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

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan J. Wood, as the Vice President of TPC Investments, Inc., a Utah corporation, fka The Prowswood Corporation as Manager of City Centre One Associates, LLC.



Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

Exhibit "A"

Legal description of PPLC Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

COMMENCING at the Southwest corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey, and running thence North 89°57'29" East 347.83 feet; thence North 0°01'55" West 430.19 feet; thence South 89° 57'26" West 182.71 feet; thence North 0°02'16" West 65.03 feet; thence South 89° 57'25" West 165.08 feet to the West line of Block 53; thence South 0°02'14" East along said West line 495.21 feet to the point of beginning.

Legal description of CC One Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

BEGINNING at the Southeast corner of said Block 53; thence along the South boundary of said Block 53, South 89°58'05" West 312.50 feet; thence North 0°01'55" West 286.33 feet; thence North 89°58'05" East 104.25 feet; thence South 0°01'55" East 85.92 feet; thence North 89°58'05" East 111.83 feet; thence South 0°01'55" East 59.17 feet; thence North 89°58'05" East 96.39 feet to the East boundary of said Block 53; thence, along the East boundary, South 0°02'27" East 141.25 feet to the point of BEGINNING.

SUBJECT TO an easement pursuant to that certain Grant of Easement dated as of ~~June~~ ^{July 15}, 2005, and recorded ~~June~~ ^{July} 18, 2005, as Entry No. 7435120, in Book 9160, at Page 5049, between City Centre One Associates, LLC and Redevelopment Agency of Salt Lake City under the adjoining property more particularly described as follows:

Beginning at a point on the east line of that property described in Book 6327, at Page 723 of the Salt Lake County records, said point being North 00°02'22" West 141.25 feet along said east line, South 89°58'05" West 96.41 feet along the north line of said property, North 00°01'55" West 59.17 feet along said east line, and South 89°58'05" West 111.83 feet along said north line from the southeast corner of Block 53, Plat "A", Salt Lake City Survey and running thence continuing South 89°58'05" West 10.00 feet to a point 10.00 feet perpendicularly distant westerly from said east line; thence parallel with said east line North 00°01'55" West 85.92 feet to the north line of said property; thence along said north line North 89°57'29" East 10.00 feet; thence along said east line South 00°01'55" East 85.92 feet to the point of beginning.

Legal Description of Housing Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

BEGINNING AT A POINT North 0°02'22" West 141.25 feet from the Southeast corner of Block 53, Plat "A", Salt Lake City Survey, and running thence South 89°58'05" West 96.41 feet; thence North 0°01'55" West 59.17 feet; thence South 89°58'05" West 111.83 feet; thence North 0°01'55" West 85.92 feet; thence South 89°57'29" West 104.25 feet; thence North 0°02'31" West 143.86 feet; thence North 89°57'26" East 312.47 feet to the East line of said Block 53; then South 0°02'22" East along said East line 288.99 feet to the point of beginning.

TOGETHER WITH an easement pursuant to that certain Grant of Easement dated as of ~~June~~ ^{July 15} ~~18~~, 2005, and recorded ~~June~~ ^{July} ~~18~~ ¹⁵, 2005, as Entry No. ~~9435120~~, in Book ~~9160~~, at Page ~~5049~~ between City Centre One Associates, LLC and Redevelopment Agency of Salt Lake City under the adjoining property more particularly described as follows:

Beginning at a point on the east line of that property described in Book 6327, at Page 723 of the Salt Lake County records, said point being North 00°02'22" West 141.25 feet along said east line, South 89°58'05" West 96.41 feet along the north line of said property, North 00°01'55" West 59.17 feet along said east line, and South 89°58'05" West 111.83 feet along said north line from the southeast corner of Block 53, Plat "A", Salt Lake City Survey and running thence continuing South 89°58'05" West 10.00 feet to a point 10.00 feet perpendicularly distant westerly from said east line; thence parallel with said east line North 00°01'55" West 85.92 feet to the north line of said property; thence along said north line North 89°57'29" East 10.00 feet; thence along said east line South 00°01'55" East 85.92 feet to the point of beginning.

Legal Description of Authority Parcel:

DWS Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

Beginning at a point which is North 89 degrees 57' 24" East 140.57' feet from the Northwest Corner of Lot 5, Block 53, Plat "A", Salt Lake City Survey running thence North 89 degrees 57' 24" East 169.58' feet to the West line of the Heber Wells Site; thence South 0 degrees 02' 18" East 230.10' feet along said West line; thence South 89 degrees 57'26" West 145.07' feet; thence North 0 degrees 02' 16" West 114.55' feet to the East corner of the Brighton Bank Site; thence along said boundary line South 89 degrees 57' 25" West 24.51' feet; thence North 0 degrees 02' 16" West 115.55' feet to the point of beginning.

Heber Wells Building Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

Beginning at the Northeast corner of Lot 6, Block 53, Plat A, Salt Lake Survey, and running thence South 230 feet; thence West 350 feet; thence North 230 feet; thence East 350 feet to the point of beginning.

AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

CONSENT TO RECORDATION

(Owners of PPLC Parcel)

Reference is made to the foregoing Amended and Restated Cross Easement Agreement (the "Agreement") entered into as of the 15th day of July, 2005, by and among Price/Prowswood, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("PPLC"), City Centre One Associates, LLC, a Utah limited liability company, formerly City Centre One Associates, Ltd. ("CC One"), the Redevelopment Agency of Salt Lake City, a public agency organized and existing under the Redevelopment Agencies Act ("Agency"), State Building Ownership Authority, a body corporate and politic of the State of Utah ("Authority"), and Wood City Centre Associates, L.L.C., a Utah limited liability company ("Housing Developer").

The undersigned constitute all of the current owners of the PPLC Parcel (as defined in the Agreement). Each of the undersigned, for itself and its successors and assigns, hereby consents to the recordation of the Agreement and agrees to be bound by all the terms and conditions hereof.

Pursuant to Section 13 of the Agreement, the address for the owner of the PPLC Parcel shall be changed to the following:

City Centre Development, LLC
595 South Riverwood Parkway, #400
Logan, Utah 84321

KJLB LTD.
c/o Paul Willie
595 South Riverwood Parkway, #400
Logan, Utah. 84321

Paul Willie
595 South Riverwood Parkway, #400
Logan, Utah 84321

[Remainder of page intentionally left blank.]

CITY CENTRE DEVELOPMENT, LLC

By: [Signature]
Name: Dell Loy Hansen
Its: Manager

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of March, 2008, by Dell Loy Hansen, as Manager of City Centre Development, LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My commission expires:
1/15/10

KLJB, LTD., a Utah limited partnership

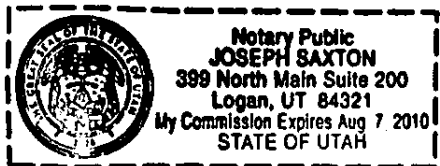
By: [Signature]
Paul R. Willie, its General Partner

STATE OF UTAH)
)ss
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 20 day of March, 2008, by Paul R. Willie, the General Partner of KLJB Ltd., a Utah limited partnership.

[Signature]
NOTARY PUBLIC
Residing at: Logan, UT

My commission expires:
Aug 7, 2010



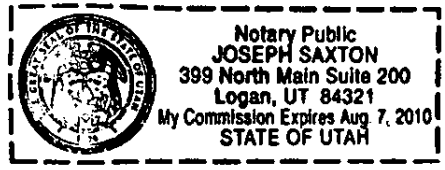
[Signature]
Paul R. Willie, individually

STATE OF UTAH)
)ss
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 20 day of March, 2008, by Paul R. Willie.

[Signature]
NOTARY PUBLIC
Residing at: Logan, UT

My commission expires:
Aug 7, 2010



AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

CONSENT TO RECORDATION

(Owners of CC One Parcel)

Reference is made to the foregoing Amended and Restated Cross Easement Agreement (the "Agreement") entered into as of the 15th day of July, 2005, by and among Price/Prowswood, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("PPLC"), City Centre One Associates, LLC, a Utah limited liability company, formerly City Centre One Associates, Ltd. ("CC One"), the Redevelopment Agency of Salt Lake City, a public agency organized and existing under the Redevelopment Agencies Act ("Agency"), State Building Ownership Authority, a body corporate and politic of the State of Utah ("Authority"), and Wood City Centre Associates, L.L.C., a Utah limited liability company ("Housing Developer").

The undersigned constitute all of the current owners of the CC One Parcel (as defined in the Agreement). Each of the undersigned, for itself and its successors and assigns, hereby consents to the recordation of the Agreement and agrees to be bound by all the terms and conditions thereof.

Pursuant to Section 13 of the Agreement, the address for the owner of the CC One Parcel shall be changed to the following:

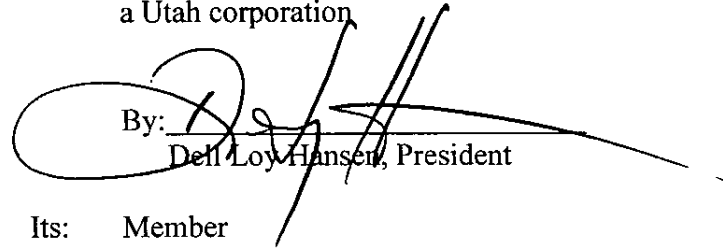
% City Centre Development, LLC
595 South Riverwood Parkway, #400
Logan, Utah 84321

[Remainder of page intentionally left blank.]

JDJ CC Holdings, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

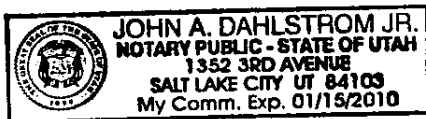
Its: Member

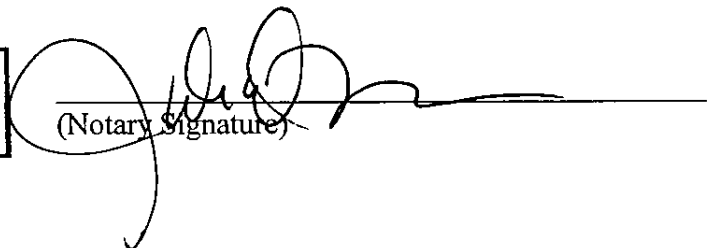
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **JDJ CC Holdings, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

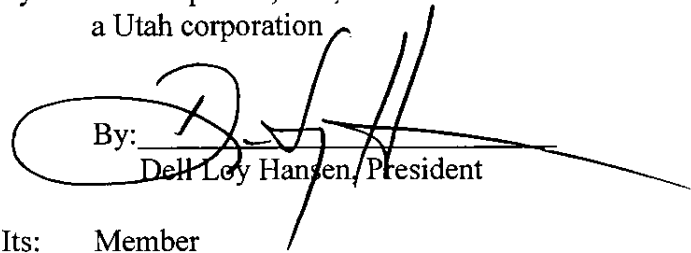



(Notary Signature)

Remington City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


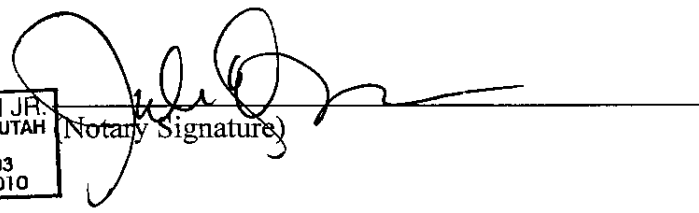
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Remington City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

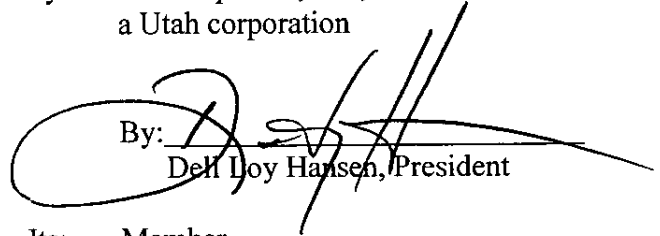
GIVEN under my hand and official seal this 5th day of March, 2008.

 JOHN A. DAHLSTROM JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010
(Notary Signature) 

Pucher City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


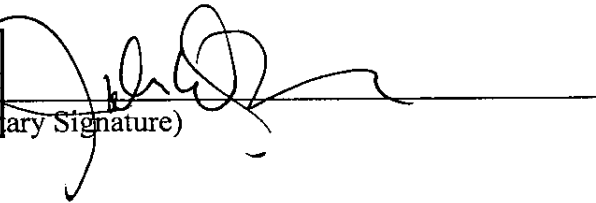
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Pucher City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

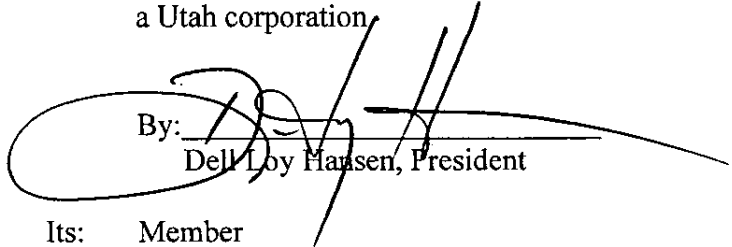
GIVEN under my hand and official seal this 5th day of March, 2008.

 
Notary Signature)

Sackett City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


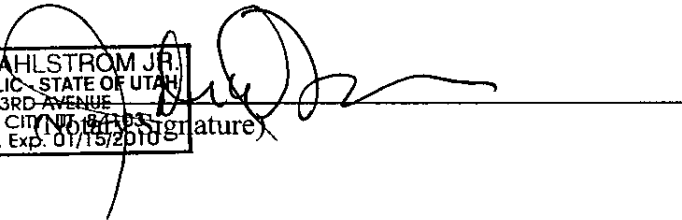
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Sackett City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

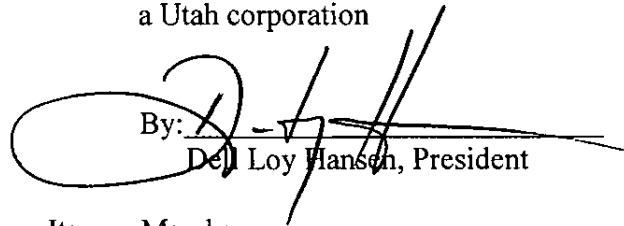
GIVEN under my hand and official seal this 5th day of March, 2008.

Jensen City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

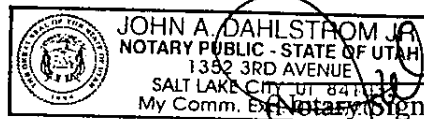
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Jensen City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

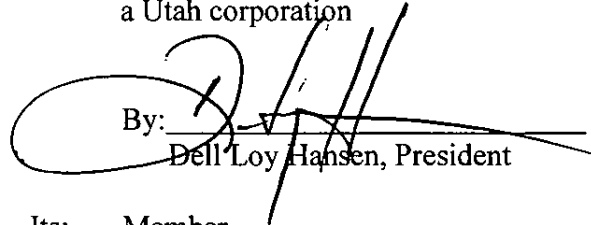
GIVEN under my hand and official seal this 5th day of March, 2008.



Karren City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


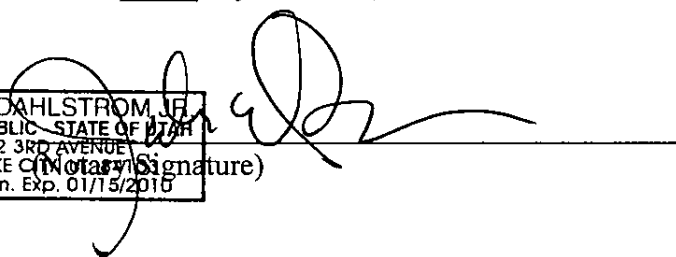
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Karren City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

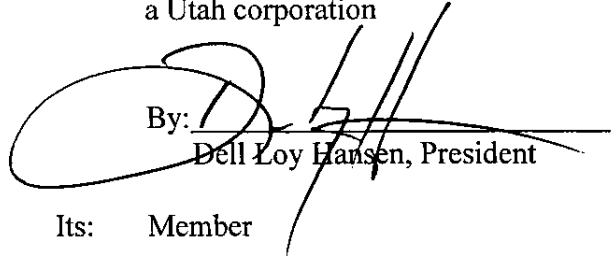
GIVEN under my hand and official seal this 5th day of March, 2008.



(Notary Signature)

Clure City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

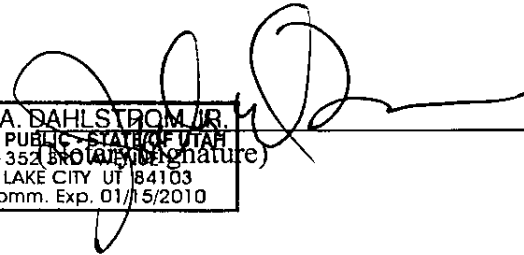
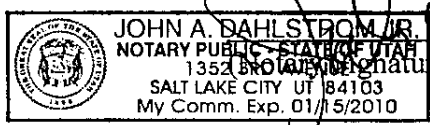
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Clure City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

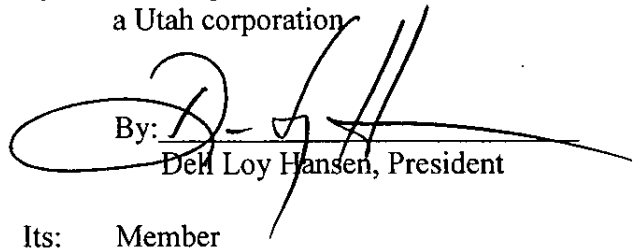
GIVEN under my hand and official seal this 5th day of March, 2008.

Shelley City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

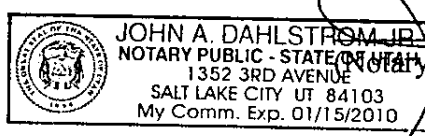
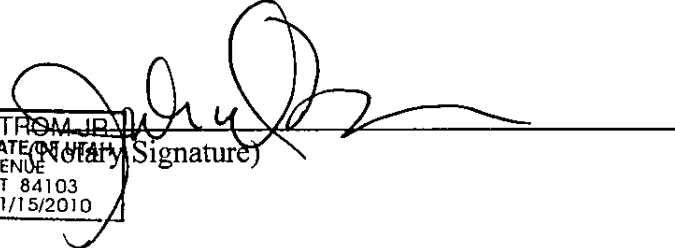
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Shelley City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

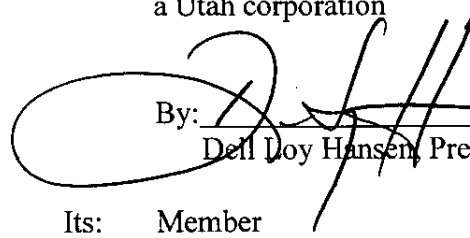
GIVEN under my hand and official seal this 5th day of March, 2008.

 
JOHN A. DAHLSTROM, JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010
(Notary Signature)

Miller City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


Its: Member

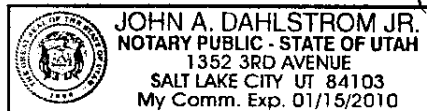
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Miller City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

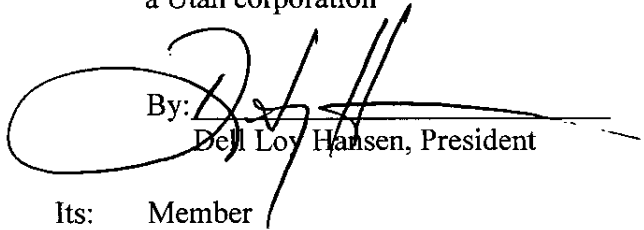

(Notary Signature)



Critchfield City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

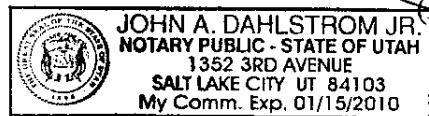
Its: Member

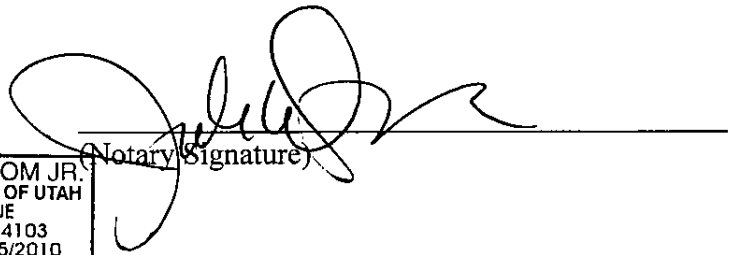
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Critchfield City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

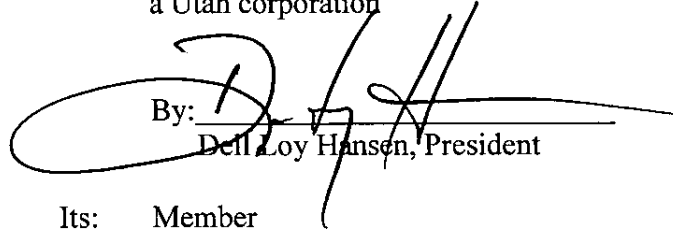



(Notary Signature)

Higginson City Centre, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

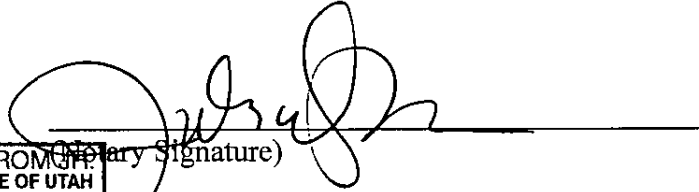
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Higginson City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.



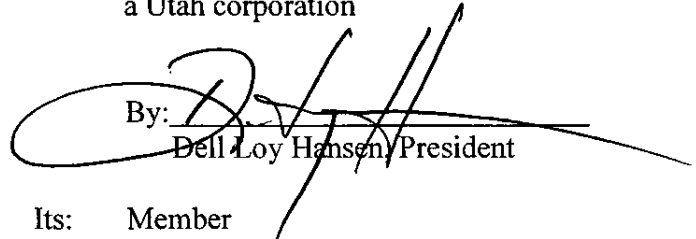
(Notary Signature)



City Centre Holdings, LLC,
a Utah limited liability company

By: JDJ CC Manager, LLC,
a Utah limited liability company

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

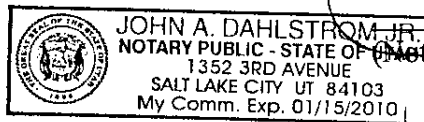
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **City Centre Holdings, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of March, 2008.



(Notary Signature)

AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

CONSENT

LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Merrill Lynch Mortgage Trust 2006-C2, Commercial Mortgage Pass-Through Certificates, Series 2006-C2 ("Lender"), is beneficiary under that certain Commercial Deed of Trust, Security Agreement, Fixture Filing Financing Statement and Assignment of Leases, Rents, Income and Profits dated July 31, 2006 executed by JDJ CC Holdings, LLC, Remington City Centre, LLC, Pucher City Centre, LLC, Sackett City Centre, LLC, Jensen City Centre, LLC, Karren City Centre, LLC, Clure City Centre, LLC, Shelley City Centre, LLC, Miller City Centre, LLC, Critchfield City Centre, LLC, Higginson City Centre, LLC, and City Centre Holdings, LLC (the "Borrower") and recorded on July 31, 2006, as Document No. 9797012 in Book 9329 at Page 971-1041 in the Official Records of Salt Lake County, Utah (the "Deed of Trust") against the property (the "Subject Parcel") encumbered by the foregoing Amended and Restated Cross Easement Agreement (the "Agreement"). Lender hereby expressly consents to the execution of the foregoing Agreement by the Borrower and the recordation of the Agreement against the Subject Property and hereby agrees that it or any other person that acquires the Subject Property by foreclosure of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

Lender is executing this document solely to provide its consent to the Agreement as lender only and not as an agent, joint venturer or partner of any of the other parties hereto. The consent granted herein is expressly limited to the Agreement and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the mortgage or any other documents pertaining to the loan held by the Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AMENDMENT AND RESTATED CROSS EASEMENT AGREEMENT

CONSENT AND SUBORDINATION

U.S. Bank National Association ("Lender"), is beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated June 28, 2006 executed by JDJ Properties, Inc., KLJB, Ltd. and City Centre Development, LLC (the "Borrower") and recorded on June 28, 2006, as Document No. 9767708 in Book 9315 at Page 65-93 in the Official Records of Salt Lake County, Utah (the "Deed of Trust") against the property (the "Subject Parcel") encumbered by the foregoing Amended and Restated Cross Easement Agreement (the "Agreement"). Lender hereby expressly consents to the execution of the foregoing Agreement by the Borrower and the recordation of the Agreement against the Subject Property and hereby agrees that it or any other person that acquires the Subject Property by foreclosure of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

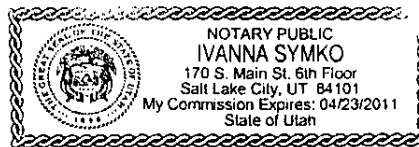
U.S. Bank National Association

By: John Bergstedt
Name: John Bergstedt
Title: Vice President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Bergstedt, authorized signatory for U.S. Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said Consent and Subordination on behalf of the said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of March, 2008



Ivanna Symko
Notary Public