

When Recorded Mail to:
Niguel Partners, LLC
23742 Paseo Del Campo
Laguna Niguel, CA 92677

11384607
5/4/2012 1:36:00 PM \$27.00
Book - 10014 Pg - 8091-8097
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 7 P.

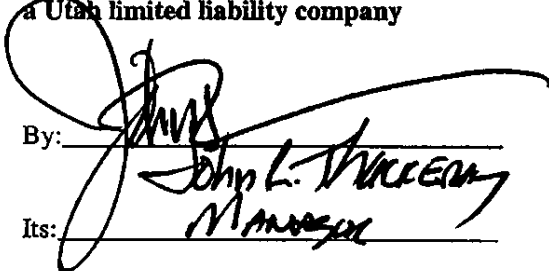
ASSIGNMENT OF LEASE

For valuable consideration, receipt of which is hereby acknowledged, the undersigned Assignor, JTR PAXTON 90-13, L.C., a Utah limited liability company, hereby jointly and/or severally sell, assign, transfer and set over to NIGUEL PARTNERS, LLC, a Utah limited liability company, Assignee, herein all of the right, title, estate and interest of the undersigned in and to the following Lease and Supplement to Lease:

That certain Lease dated May 14, 1996, executed by JTR PAXTON 90-13, L.C., a Utah limited liability company (the "Landlord"), and by McDONALD'S CORPORATION, a Delaware corporation (the "Tenant"), upon the terms, conditions and covenants therein provided, as disclosed by Memorandum Of Lease recorded May 28, 1996 as Entry No. 6367248 in Book 7408 at Page 583 of the Official Records, and that certain Supplement To Lease recorded January 24, 1997 as Entry No. 6556575 in Book 7584 at Page 684 of the Official Records.

Assignor warrants said Lease to be in full force and effect. Assignor shall collect the rent due under the terms of the Lease for the month of May, 2012 and shall credit Assignee at closing with that portion of the May rent accruing after the date of closing. Assignee shall collect the rent due for the month of June, 2012 and for the remaining months of the Lease. Said Lease covers that certain real property which is more particularly described on Exhibit "A" attached hereto.

JTR PAXTON 90-13, L.C.,
a Utah limited liability company

By: 
Its: John L. Wince
Manager

NIGUEL PARTNERS, LLC,
a California limited liability company

By: _____
Its: _____

LTC#51760

When Recorded Mail to:

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**JTR PAXTON 90-13, L.C.,
a Utah limited liability company**

**NIGUEL PARTNERS, LLC,
a California limited liability company**

By: _____

By: Walter Bower

Its: _____

Its: Managing Partner

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

On the 3 day of May, 2012, personally appeared before me

JOHN R. THACKERAY, of JTR PAXTON 90-13, L.C., a Utah Limited Liability Company, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of JTR PAXTON 90-13, L.C., a Utah Limited Liability Company, as manager therein.



Gaylynn Hart
Notary Public

My Commission Expires:
8-7-2015

Residing at: Salt Lake County

STATE OF _____)
)ss.
COUNTY OF _____)

On the _____ day of _____, 2012, personally appeared before me

_____, of NIGUEL PARTNERS, LLC, a California Limited Liability Company, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of NIGUEL PARTNERS, LLC, a California Limited Liability Company, as manager therein.

Notary Public

My Commission Expires:

Residing at:

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

On the _____ day of _____, 2012, personally appeared before me

_____, of JTR PAXTON 90-13, L.C., a Utah Limited Liability Company, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of JTR PAXTON 90-13, L.C., a Utah Limited Liability Company, as manager therein.

Notary Public

My Commission Expires:

Residing at:

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On the 3 day of MAY, 2012, personally appeared before me

MATTHEW BOVEE _____, of NIGUEL PARTNERS, LLC, a California Limited Liability Company, the signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of NIGUEL PARTNERS, LLC, a California Limited Liability Company, as manager therein.



Notary Public

My Commission Expires:

Residing at: LAGUNA NIGUEL, CA

SEPT 25, 2013

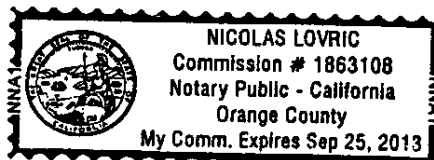


EXHIBIT "A"

PARCEL 1:

Beginning on the South line of 9000 South Street at a point that is North 89°58'03" East along the monument line 250.00 feet and South 0°01'25" West 33.00 feet from the County monument at the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears South 0°01'25" West (basis of bearing); thence along said South line of 9000 South Street North 89°58'03" East 165.00 feet; thence South 0°01'25" West 250.00 feet; thence South 89°58'03" West 165.00 feet; thence North 0°01'25" East 250.00 feet to the point of beginning.

PARCEL 2:

A non-exclusive easement for ingress and egress purposes, appurtenant to Parcel 1, over the following described area:

Beginning at a point that is North 89°58'03" East along the monument line 415.00 feet and South 0°01'25" West 283.00 feet from the county monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears South 0°01'25" West (basis of bearing); thence South 0°01'25" West 24.00 feet; thence South 89°58'03" West 382.00 feet to the East line of 1300 West Street at a point that is South 0°01'25" West along the Section line 307.00 feet and North 89°58'03" East 33.00 feet from said West Quarter corner of Section 2; thence along said East line of street North 0°01'25" East 27.00 feet; thence North 89°58'03" East 217.00 feet; thence South 0°01'25" West 3.00 feet; thence North 89°58'03" East 165.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM: Beginning at a point on the East right-of-way line of 1300 West Street, said point being South 00°01'25" West along the Section line 279.97 feet and South 89°58'35" East 33.00 feet from the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°58'03" East 217.00 feet; thence South 00°01'25" West 2.98 feet; thence North 89°57'48" East 13.30 feet; thence South 00°01'25" West 24.02 feet; thence South 89°58'03" West 230.30 feet to said East right-of-way line; thence North 00°01'25" East along said East right-of-way line 27.00 feet to the point of beginning.

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PARCEL 3:

A non-exclusive easement for ingress and egress purposes, appurtenant to Parcel 1, over the following described area:
Beginning at a point on the East right-of-way line of 1300 West Street, said point being South 00°01'25" West along the Section line 368.715 feet and South 89°58'35" East 33.00 feet from the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°55'10" East 233.779 feet; thence North 00°01'25" East 61.56 feet; thence South 89°58'03" West 3.48 feet; thence North 00°01'25" East 24.00 feet; thence North 89°58'03" East 36.03 feet; thence South 15°28'07" West 28.37 feet; thence South 00°01'25" West 108.99 feet; thence North 89°58'35" West 258.779 feet to said East right-of-way line of 1300 West Street; thence North 00°01'25" East along said East right-of-way line 50.32 feet to the point of beginning.

PARCEL 4:

A non-exclusive easement for a water line as established in that certain Termination Of Sewer Easement and Grant Of Water Line Easement recorded May 3, 2004 as Entry No. 9052100 in Book 8982 at Page 6733 of the Official Records, more particularly described as follows:

A strip of land 10.00 feet wide lying in the Southwest Quarter of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, lying 5.00 feet on each side of the following described centerline:

Beginning at a point on the North line of West Jordan Gateway Office Condominium Phase I, as recorded in the office of the Salt Lake County Recorder, which point is 407.38 feet South 00°01'25" West along the Section line and 206.22 feet North 89°35'22" East along an existing waterline to an existing valve and 18.11 feet North 01°22'48" East along an existing waterline from the West Quarter corner of said Section 2, and running thence North 01°22'48" East 34.53 feet along said waterline; thence North 23°24'53" East 73.24 feet along said waterline; thence North 67°10'00" East 3.00 feet along said waterline; thence North 90°00'00" East 23.99 feet along said waterline to the West line of said West Jordan Gateway Office Condominium Phase 1 and the point of ending of said centerline.

PARCEL 5:

A non-exclusive easement to construct, reconstruct, operate, repair, replace and maintain a surface monument or pylon sign and underground utility lines necessary for the operation of such sign appurtenant to Parcel 1 as established in that certain Grant Of Easement recorded October 22, 2001 as Entry No. 8036761 in Book 8514 at Page 2165 of the Official Records and more particularly described as follows:

Beginning at a point on the East right-of-way line of 1300 West Street,

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said point being South 00°01'25" West along the Section line 367.830 feet and North 89°55'10" East 40.00 feet from the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°01'25" East along said East right-of-way line of 1300 West Street, 8.083 feet; thence North 89°55'10" East 10.000 feet; thence South 00°01'25" West 6.083 feet; thence North 89°55'10" East 211.302 feet; thence North 00°01'25" East 82.630 feet to the North boundary line of Grantor's Property; thence North 89°57'48" East along said North line, 2.000 feet to the Northeast corner of Grantor's property; thence South 00°01'25" West along the East line of Grantor's property; 84.628 feet; thence South 89°55'10" West 223.302 feet to the point of beginning.

For reference purposes only: Tax Parcel/serial no.: 27-02-301-020
27-02-301-021
27-02-301-048

WD