

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

ARTICLE I. DEFINITIONS:

As used herein, the following terms shall have the following definitions:

DATE OF ASSIGNMENT:

May 2, 2001

BORROWER:

Global Ranch Holdings, LLC, a Utah Limited Liability Company
c/o Global Ranch Management LLC, a Utah Limited Liability Company, Manager
491-497 Harrison Avenue
Boston, MA 02118

LENDER:

LR5-A Limited Partnership
c/o Realty Financial Partners
10 Post Office Square, Suite 750
Boston, MA 02109

00588287 Bk01368 Pg01322-01331

ALAN SPRIGGS, SUMMIT CO RECORDER
2001 MAY 04 12:18 PM FEE \$34.00 BY CJW
REQUEST: FOUNDERS TITLE CO

NOTE:

The Promissory Note of even date herewith from Borrower to Lender in the original principal amount of \$3,500,000, secured by the Deed of Trust.

LOAN AGREEMENT:

A certain Acquisition and Construction Loan Agreement by and between Borrower and Lender dated May 2, 2001.

LOAN DOCUMENTS:

The Note, this Collateral Assignment of Leases and Rents (hereinafter called "Assignment"), the Loan Agreement, the Deed of Trust, the Uniform Commercial Code Financing Statements given by Borrower in connection with the security agreement hereby created, the Environmental Indemnity Agreement of even date herewith, executed by the Borrower and others and delivered to the Lender in connection with the Mortgaged Property, any Guaranty of even date herewith executed and delivered to the Lender guaranteeing the Note, any loan agreement of even date herewith executed by the Borrower and delivered to the Lender, and all other present or future instruments or agreements evidencing or securing the Note, or in connection with the indebtedness evidenced thereby, or which is stated to be a Loan Document as defined in the Deed of Trust, each as from time to time amended or modified.

DEED OF TRUST:

A Deed of Trust and Security Agreement of even date herewith between the Borrower and the Lender, covering the Mortgaged Property.

MORTGAGED PROPERTY:

The land with all improvements thereon located at 970 North State Road, # 32, Kamas, Utah presently known as the "Tristar Ranch," together with all leases and other tenancy arrangements with respect to each thereof, including all water shares in Beaver & Shingle Creek Irrigation Company, and all appurtenances with respect to each thereof, and the proceeds thereof, all as more particularly described in the Deed of Trust and related security agreements.

Reference is made to the Loan Agreement for the definition of all capitalized terms used but not defined herein.

ARTICLE II. **ABSOLUTE ASSIGNMENT CLAUSE**

In consideration of Lender's making the loan evidenced by the Note (the "Loan"), in order further to secure the payment of the Indebtedness of Borrower to Lender and the performance of every obligation of Borrower herein, in the Note, in the Deed of Trust, under the Loan Agreement and in every other Loan Document, Borrower hereby transfers and assigns to Lender the entire lessor's interest in all leases and occupancy agreements, written or oral now or hereafter existing, in all portions of the Mortgaged Property, together with all guarantees of the obligations of the tenants thereunder (individually, a "Lease; collectively, the "Leases"), it being understood that the expression "Lease" used herein shall refer to each of said leases and occupancy agreements, and any extension or renewal thereof, and the expression "lessor's interest" used herein shall refer to lessor's interest in each of said Leases. This Collateral Assignment of Leases and Rents shall be referenced hereinafter as the "Assignment."

TOGETHER with all rents, income and profits arising from each said Lease, and together with all rents, income and profits for the use and occupation of the Mortgaged Property or with respect to the Mortgaged Property.

THE BORROWER WARRANTS, with respect to each existing Lease(s), that (i) Borrower is the record owner of the entire lessor's interest in said Leases; and (ii) that said Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth or heretofore delivered to Lender; that the lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said Lease has been assigned or pledged; and that no rent for any period subsequent to the date of this Agreement has been collected in advance of the time when the same would become due under the terms of said Lease.

THE BORROWER COVENANTS with Lender to observe and perform all the obligations imposed upon the lessor under each Lease now or hereafter existing and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said lease or from the Mortgaged Property more than one month in advance of the monthly rent day; not to execute any other assignment of lessor's interest in said Lease or assignment of rents arising or accruing from said Leases or from the Mortgaged Property; not to subordinate said Leases to any mortgage or other encumbrance or permit, consent or agree to such subordination without Lender's prior written consent; not to enter into, cancel, accept a surrender of, reduce the rentals under or modify any lease or consent

to any assignment or subletting, in whole or in part, of any Lease without Lender's prior written consent; not to amend any Lease as a result of which the rent payable for the space leased would be less than the rent payable for the space leased under the Lease prior to amendment; not to convey, transfer, suffer or permit a conveyance or transfer of the Mortgaged Property, or of any interest therein, so as to effect directly or indirectly, approximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any lessee; at Lender's request to assign and transfer to Lender any and all subsequent leases upon all or any part of the Mortgaged Property and to execute and deliver at the request of Lender all such further assurances and assignments of interest of Borrower in the Mortgaged Property as the Lender shall from time to time require.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. So long as there shall exist no default or Event of Default existing beyond any applicable grace period by the Borrower hereunder or under the Note, the Deed of Trust, or the Loan Agreement, or in the performance of any obligation under any Lease on the part of the Borrower to be performed, the Borrower shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under each Lease or from the Mortgaged Property and to retain, use and enjoy the same.

2. Upon or at any time after the occurrence of any such Event of Default, Lender, without in any way waiving such default, may, at its option, without notice and without regard to the adequacy of the security for the Indebtedness, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Property or any part thereof and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper, and either with or without taking possession of the Mortgaged Property, in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of the Mortgaged Property, including those past due and unpaid with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and to apply such rents, income and profits to the payment of the following in such order of priority as to any of the items mentioned in this paragraph numbered "2" as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding: (a) all expenses of managing the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without limitation, all charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Indebtedness of Borrower to Lender together with all costs and attorneys' fees.

The exercise by Lender of the option granted it in this paragraph numbered "2" and the collection of the rents, income and profits from the Mortgaged Property and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Leases, the Note, the Deed of Trust, the Loan Agreement, this Assignment, or any of the Loan Documents.

3. Lender shall not be liable for any liability, loss or damage sustained by Borrower resulting from Lender's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default. Nor shall Lender be obligated to perform or discharge nor does Lender hereby undertake to perform or discharge any obligation, duty or liability under any lease or under or by reason of this Assignment and Borrower shall, and does hereby agree to indemnify Lender for,

and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under any lease or under or by reason of this Assignment, unless such liability, loss or damage is caused by the willful misconduct or bad faith of Lender and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should Lender incur any such liability under any Lease or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand and, upon the failure of Borrower so to do, Lender may, at its option, declare all sums evidenced by the Note and secured hereby and by the Deed of Trust immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property upon Lender, nor for the carrying out of any of the terms or conditions of any Lease; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by any tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Upon payment in full of the Indebtedness of Borrower to Lender (except in connection with the assignment by Lender of such Indebtedness to a third party) this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Lender showing any part of said Indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Borrower hereby authorizes and directs the lessee named in any Lease or any other occupant of the Mortgaged Property upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and Deed of Trust and that an Event of Default exists thereunder, or under this Assignment, to pay over to Lender all rents, income and profits arising or accruing under said Lease or from the Mortgaged Property and to continue so to do until otherwise notified by Lender, without any obligation on the part of any lessee to inquire whether default has in fact occurred.

5. Lender may take or release other security for the payment of the Indebtedness of Borrower to Lender, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of said Indebtedness without prejudice to any of its rights under this Assignment.

6. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Deed of Trust, the Loan Agreement or any other Loan Document. This Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Note or the Deed of Trust or any other Loan Document. The right of Lender to collect the Indebtedness and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. In case of any conflict between the terms of this Agreement and the terms of the Deed of Trust, the terms of the Deed of Trust shall prevail.

8. The term "lessor" shall be construed to include landlord, if the context so requires, and the term "lessee" shall be construed to include tenant, if the context so requires.

9. Insofar as they relate to the creation and enforcement of a lien against real property and/or fixtures to real property, the provisions of this Assignment shall be governed by, and construed in accordance with the laws of the State of Utah. In all other respects, the provisions hereof shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. Borrower and Lender agree that any suit, action or proceeding, whether claim or counterclaim, brought by Lender or Borrower on or with respect to this Assignment or any other Loan Document or the dealings of the parties with respect hereto or thereto, shall be tried only by a court and not by a jury, Lender and Borrower each hereby knowingly, voluntarily and intentionally waive any right to a trial by jury in any such suit, action or proceeding. Further, Borrower waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive, consequential or other damages other than, or in addition to, actual damages, Borrower acknowledges and agrees that this section is a specific and material aspect of this Assignment and that Lender would not extend credit to Borrower if the waivers set forth in this Section were not a part of this Assignment.

11. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Lender named herein and any subsequent holder of the Note and Deed of Trust and shall be binding upon Borrower, its successors and assigns and any subsequent owner of the Mortgaged Property.

12. A full and complete discharge of the Deed of Trust shall operate as a full and complete discharge of Lender's rights hereunder, and after the Deed of Trust shall have been discharged this Assignment shall be void and of no further effect.

13. Notwithstanding any provision herein that may be to the contrary, this Assignment is intended to be an absolute assignment from Borrower to Lender as collateral security as aforesaid, and not merely the passing of a security interest.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

WITNESS:



BORROWER:

GLOBAL RANCH HOLDINGS, LLC

By: GLOBAL RANCH
MANAGEMENT, LLC

By: 

Name: Joseph T. Eldridge
Title: Manager

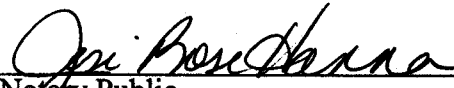
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THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 2, 2001

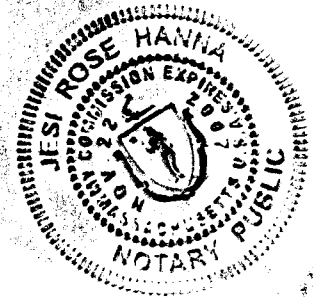
Then personally appeared the above named Joseph T. Eldrige, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, both individually and as such Manager, before me



Notary Public
My commission expires:

JESI ROSE HANNA
Notary Public
My Commission Expires
November 22, 2007

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SCHEDULE B
MODIFICATIONS TO DEED OF TRUST AND SECURITY AGREEMENT

None

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COMMITMENT FOR TITLE INSURANCE

Exhibit "A" (Legal Description)

File No. F-S7131

PARCEL 1:

BEGINNING at the Northwest corner of Section 16, Township 2 South, Range 6 East, Salt Lake Base and Meridian and running thence South 00°15'42" East 592.16 feet along the Section line; thence North 89°44'18" East 50.06 feet to the Northwest corner of that certain parcel recorded July 9, 1963 as Entry No. 97082 in Book X at Page 225 of said records; thence along the boundaries of said parcel, South 36°29'32" East 50.00 feet and South 00°03'32" East 50.00 feet to an existing fence line; thence South 37°17'39" East 827.76 feet along said fence line to a corner therein; thence South 89°50'07" East 537.60 feet continuing along said fenceline to a point on the West line of the Weber Provo Diversion Canal right of way, said point being on a curve to the left having a radius of 766.80 feet; thence Southwesterly 11.38 feet along the arc of said curve having a chord bearing South 63°23'04" West 11.38 feet to a point on the South line of the North half of the Northwest Quarter (N 1/2 NW 1/4) of said Section 16; thence South 89°47'56" East 1536.79 feet along said South line to the Southwest corner of the North half of the Northeast Quarter (N 1/2 NE 1/4) of said Section 16; thence South 89°23'00" East 2639.96 feet along the South line of the said (N 1/2 NE 1/4) to the Southeast corner thereof; Thence North 00°53'40" East 1322.65 feet along the East line of the said (N 1/2 NE 1/4) to the Northeast corner of said Section 16 and the Southeast corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence North 00°36'41" East 2686.05 feet to the East one-quarter corner of said Section 9; thence North 89°24'40" West 2693.50 feet to the Center of said Section 9; thence South 00°16'22" East 247.53 feet along the North-South center line of said Section 9 to the South line of the North 15 rods of the Southwest Quarter of said Section 9; thence North 89°24'40" West 2651.74 feet along said South line to the West line of said Section 9; thence South 00°09'00" East 2434.71 feet along said West line to the point of beginning.

EXCEPTING THEREFROM the following:

A strip of land 120 feet wide and included between two lines extended to the property lines, and everywhere distant sixty feet on the left or East side and sixty feet on the right or West side of the following described center line of what is known as the Weber-Provo Diversion Canal, measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 230+86.3 of said center line, a point on the North line of the South half of the Northwest Quarter (S 1/2 NW 1/4) of Section Nine (9), Township Two (2) South, Range Six (6) East, Salt Lake Base & Meridian, which point bears North 22°54' East Thirteen Hundred Seventy-five and Four-tenths (1375.4) feet and running thence South 16°13' East Five Hundred Sixty-nine and Two-tenths (569.2) feet, thence along a regular curve to the left with a radius of 478.3 feet and a distance of Two Hundred Two and One-tenth (202.1) feet when measured on one hundred foot chords, thence South 40°28' East One Hundred Eighty-three and Nine-tenths (183.9) feet, thence along a regular curve to the right with a radius of 240.5 feet and a distance of One Hundred Forty-one and Five-tenths (141.5) feet when measured on one hundred foot chords, thence South 6°31' East Two Hundred Ninety-seven and Five-tenths (297.5) feet, thence along a regular curve to the right with a radius of 206.7 feet and a distance of 108.4 feet when measured on one hundred foot chords, thence South 23°50' West Two Hundred Fifty-five and Nine-tenths (255.9) feet to Station 248 44.8 of said center line, which point is North 4°22' West Twenty-four Hundred Ninety and Four-tenths (2490.4) feet from the South quarter corner of said Section Nine (9),

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ALSO EXCEPTING,

EXHIBIT "A"
Commitment



Founders Title Company

EXHIBIT "A" - continued

File No. F-S7131

A tract of land situated in the East half of the Southwest quarter of Section 9, Township 2 South, Range 6 East, salt Lake Base and Meridian, and more particularly described as follows:

A strip of land 30 feet wide and included between two lines extended to lines at right angles to the canal center line at Station 250 + 53.8 on the north and Station 266+00 on the South, and everywhere distant 50 feet and 80 feet, respectively, on the left or East side of that portion of the following described center line of the Weber-Provo Diversion Canal between Station 250+53.8 and Station 268+00, measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 250 + 53.8 of said center line, which point is North 7°02' West 2315.0 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, thence South 39°41' West 466.3 feet, thence along a regular curve to the left with a radius of 206.7 feet and a distance of 89.0 feet, thence South 14°46' West 168.7 feet, thence along a regular curve to the left with a radius of 287.9 feet and a distance of 44.5 feet, thence South 5°52' West 65.7 feet, thence along a regular curve to the left with a radius of 1432.7 feet and a distance of 215.0 feet, thence South 2°44' East 261.0 feet, thence along a regular curve to the left with a radius of 716.8 feet and a distance of 154.8 feet, thence South 15°07' East 281.2 feet to Station 268+00 of said center line, which point is North 39°58' West, 896.6 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian,

ALSO EXCEPTING,

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 16, Township 2 South, Range 6 East, Salt Lake Base and Meridian and more particularly described as follows:

A strip of land 20 feet wide and included between two lines extended to lines at right angles to the canal center line at Station 278+00 on the North and Station 283+70.7 on the South, and everywhere distant 50 feet and 70 feet, respectively on the left or East side of that portion of the following described center line of the Weber-Provo Diversion Canal between Station 278+00 and 283+70.7 measured at right angles and/or radially thereto; said center line is more particularly described s follows:

Beginning at Station 278+00 of said center line which point is South 64°52' West 665.6 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, thence South 22°26' West 205.4 feet, thence along a regular curve to the left with a radius of 716.8 feet and a distance of 179.6 feet, thence South 8°03' West 170.3 feet, thence along a regular curve to the right with a radius of 206.7 feet and a distance of 15.2 feet to Station 283+70.7 of said center line which point is South 42°29' West, 1130.4 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian,

ALSO EXCEPTING,

Any portion of the above described property lying within the bounds of State Highways County Roads and/or City Streets.

PARCEL 2:

The South half of the South half of Section 10, Township 2 South, Range 6 East, Salt Lake Base and Meridian.

PARCEL 3:

Together with an easement and right of way for a road along the East line of the Northeast quarter of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian as granted in that certain Warranty Deed recorded February 6, 1991 as Entry No. 336248 in Book 595 at Page 489.

EXHIBIT "A" - Continued
Commitment



Founders Title Company

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EXHIBIT "A" - continued

File No. F-S7131

The following is shown for informational purposes only: Tax Parcel No's. KT-251, CD-523, CD-530, & CD-534.

EXHIBIT "A" - Continued
Commitment



Founders Title Company

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