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11/01/2002 04:54 PM 22.00
Book - 8678 Pg - 6350-6356
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ROJ, DEPUTY - WI 7 P.

WHEN RECORDED MAIL TO:

Van Cott, Bagley, Cornwall & McCarthy
50 South Main Street, Suite 1600
Salt Lake City, Utah 84144-0402
Attention: Tacy A. Hartman

4028508

Tax Parcel I.D. Nos.: 15-03-260-012-0000,
15-03-260-013-0000, 15-03-260-014-0000,
15-03-260-015-0000, 15-03-260-034-0000,
15-03-260-035-0000, 15-03-260-037-0000

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ASSIGNMENT OF LEASES, RENTS AND CONTRACTS

FOR VALUE RECEIVED, WESTGATE B.C. ASSOCIATES LLC, a Utah limited liability company, whose address is 535 East Unionwood Drive, Midvale, Utah 84047 ("Assignor"), hereby grants, transfers and assigns to UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah non-profit corporation, whose address is 475 East 200 South, Suite 120, Salt Lake City, Utah, 84111 ("Assignee"), the entire lessor's and/or lessee's interest in and to all leases (the "Leases") now existing or hereafter entered into for all or any part of the premises (the "Premises") more particularly described on Exhibit "A" attached hereto, which exhibit is incorporated herein by this reference, together with all rents, income, deposits, issues and profits arising from the Leases, and any renewals and modifications thereof, and together with all rents, income, issues and profits for the use and occupation of the Premises and from any property covered by the Leases, whether real, personal, mixed or intangible. Assignor also hereby grants, transfers and assigns to Assignee all of its right, title and interest in and to all existing and future contracts (the "Contracts") relating to the Premises, including, but not limited to, contracts for management, maintenance, laundry, cleaning and janitorial services, vending machines, landscaping and/or plant care.

Subject to Paragraph 4 hereof, this Assignment is intended to be, and shall be construed as creating, an absolute assignment unto Assignee, and not as an assignment as security, and to such extent shall be unconditional and irrevocable except as hereinafter provided to the contrary. In connection with and as a part of this Assignment, Assignor hereby warrants, represents and agrees, to and with Assignee, as follows:

1. Assignor warrants that there has been no prior assignment of the Leases or the Contracts which are now in effect except as disclosed to and approved by Assignee.
2. Assignor agrees:
 - (a) To observe and perform all obligations imposed upon the lessor under the Leases or upon the Assignor under the Contracts;
 - (b) Without the prior written consent of Assignee, not to collect any rent, income or profits accruing under the Leases or from the Premises more than two months in advance of the time when they shall become due;

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(c) Not to execute any other assignment of lessor's interest in the Leases or assignment of rents accruing under the Leases or from the Premises or any other assignment of Assignor's interest under the Contracts;

(d) Not to do any act which constitutes a breach under any of the Leases or the Contracts or do any other act which would result in the termination of any of the Leases or the Contracts;

(e) To execute and deliver to Assignee such further assurances and assignments of Leases on the Premises or the Contracts as Assignee shall from time to time reasonably require;

(f) Without prior written consent of Assignee, not to enter into new leases or contracts or any amendments or modifications of Leases or Contracts, other than Leases of tenant space made in the ordinary course of Borrower's business which do not include options or rights to acquire any ownership or operating interest in the Property.

3. This Assignment is given by Assignor to secure payment of that certain Promissory Note (the "Note") given by the Borrower to Assignee in the principal amount of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000), and any and all obligations of Assignor to Assignee under or related to that certain Loan Commitment and Agreement dated as of October 11, 2002, as subsequently amended, between Assignor and Assignee, together with any schedules or confirmations thereto. Assignor has contemporaneously herewith executed and delivered to Assignee that certain Deed of Trust to Associated Title Company, as trustee, and in favor of Assignee, as beneficiary.

4. Assignee agrees and Assignor further agrees as follows:

(a) **Unless and until there shall have occurred a default in the performance by Assignor of any of its duties or obligations, including but without limitation the payment of money, arising under the aforesaid Note or Deed of Trust,** Assignor may collect, not more than two months in advance of the date provided for payment, all rents, income and profits arising under the Leases and retain the use of and enjoy the same. Upon or at any time after any such default, Assignee may, at its option, without notice and without regard to the adequacy of any security for the payment or performance of any duties and obligations arising under the aforesaid note and deed of trust, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, take possession of the Premises and hold, manage, let, and operate the same on such terms and for such period of time as Assignee may deem proper and, with or without taking possession of the Premises, demand, sue for, or otherwise collect all rents, income and profits of the Leases and the Premises, including those past due and unpaid, with full power to make from time to time all such alterations, renovations, repairs and replacement as may seem proper to Assignee, and apply such rents, income and profits to the payment of all expenses of managing, operating and maintaining the Leases and the Premises, all expenses incident to taking and retaining possession of the Premises, and the principal, interest and other indebtedness evidenced and/or secured by the aforesaid note and deed of trust, together with all costs and attorneys' fees, in such order of

priority as to any of the items mentioned in this paragraph as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. Exercise or nonexercise by Assignee of the options granted in this paragraph, or collection and application of rents, income and profits by Assignee or its agent shall not be considered a waiver of any default by Assignor under this Assignment, the aforesaid note or the aforesaid deed of trust.

(b) Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or any part thereof or from any other act or omission of Assignee in managing the Premises, unless such loss is caused by the willful misconduct and bad faith of Assignee. Assignee shall not be obligated to perform or discharge nor does Assignee undertake to perform or discharge any obligation, duty or liability under the Leases or under the Contracts or under or by reason of this Assignment and Assignor agrees to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss or damage which may be incurred under the Leases or under the Contracts or under or by reason of this Assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants or agreements contained in the Leases or the Contracts. Should Assignee incur any such liability under the Leases or the Contracts 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 attorneys' fees shall be reimbursed by Assignor to Assignee immediately upon demand, and upon failure of Assignor to make such reimbursement within fifteen (15) days of the date of such demand, the unpaid portion thereof, while still immediately due and payable, shall bear interest at the rate provided in the Note until paid. This Agreement shall not operate to place responsibility for the control, care, maintenance or repair of the Premises upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by any tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises.

(c) Upon payment in full of the principal, interest and all other indebtedness evidenced by the aforesaid note and deed of trust, this Assignment shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Assignee or any officer, agent or attorney of Assignee showing any part of the principal, interest or other indebtedness being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs each and every lessee named in a Lease or any other or future lessee or occupant of the Premises or any part thereof, upon receipt of written notice from Assignee, to pay to Assignee all rents, income, issues and profits accruing under the Leases or from the Premises, and to continue to do so until otherwise notified in writing by Assignee.

(d) Subject only to the provisions of part (c) of this Paragraph 4, no action undertaken by Assignee with respect to any of the obligations of Assignor evidenced by the aforesaid Note and Deed of Trust, to any security or guarantee given for the payment or performance thereof, or to any other document or instrument evidencing or relating to said obligations shall in any manner affect, impair or prejudice any of Assignee's rights and privileges under this Assignment or discharge, release or modify any of Assignor's duties or obligations hereunder. This Assignment is intended by Assignor and Assignee to create, and shall be

construed as creating, an absolute assignment unto Assignee, subject only to the terms and provisions hereof, and not as an assignment as security for the performance of the obligations evidenced by the aforesaid note and deed of trust, or any other indebtedness of Assignor.

5. Except for any notice required under applicable law to be given in another manner, any notice or other communication required or permitted to be given hereunder and any approval by any party shall be in writing and shall be personally delivered or delivered by overnight courier in each case with receipt acknowledged, or deposited in an official depository of the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, to the other party or parties at the addresses listed below. All notices and other communications shall be deemed to have been duly given on (a) the date of receipt thereof (including all required copies thereof as set forth below) if delivered personally or by overnight courier or (b) five (5) business days after the date of mailing thereof (including all required copies thereof as set forth below) if transmitted by mail. Each party may change its address for receipt of notices by a notice given to the other parties in accordance with this provision. Notices shall be addressed as follows:

To the Assignor:

WESTGATE B.C. ASSOCIATES LLC
Attn: David Baus
535 East Unionwood Drive
Midvale, Utah 84047

With a copy to:

Dennis K. Poole, Esq.
Poole & Adams, L.C.
4543 South 700 East, Suite 200
Salt Lake City, UT 84107

With a copy to:

TRGHT, Inc.
Attention: Joanne D. Flanagan
599 West Putnam Avenue
Greenwich, CT 06830-6005

To Assignee:

Utah Community Reinvestment Corporation
Attn: Steven L. Graham, President
475 East 200 South, Suite 120
Salt Lake City, Utah 84111

With a copy to:

Van Cott, Bagley, Cornwall & McCarthy
Attention: Tacy A. Hartman, Esq.
50 South Main Street, Suite 1700
Salt Lake City, Utah 84144
Post Office Box 45340
Salt Lake City, Utah 84145

Notwithstanding the foregoing, the failure of Lender to give notice to any party other than Borrower shall not prevent, delay or otherwise hinder Lender's exercise of any of its remedies against Borrower.

6. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law but, if any provision of this Assignment shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

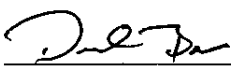
7. This Assignment, together with the agreements and warranties herein contained, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its respective successors and assigns as to all or any part of the Premises.

IN WITNESS WHEREOF, this Assignment has been executed as of the 3rd day of October 2002.

ASSIGNOR: **WESTGATE B.C. ASSOCIATES LLC**, a Utah limited liability company ("Borrower")

By: **WESTGATE B.C. MANAGEMENT LLC**, a Utah limited liability company
Its: Manager

By: **B.C. DEVELOPMENT GROUP, LLC**, a Utah limited liability company
Its: Manager

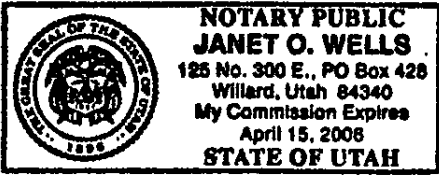
By: 
David Baus, Manager

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

The foregoing instrument was acknowledged before me this 31 day of October, 2002, by David Baus, Manager of B.C. DEVELOPMENT GROUP, LLC, a Utah limited liability company, Manager of WESTGATE B.C. MANAGEMENT LLC, a Utah limited liability company, Manager of WESTGATE B.C. ASSOCIATES LLC, a Utah limited liability company.


NOTARY PUBLIC SIGNATURE AND SEAL



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EXHIBIT "A"

(Legal Description of the Property)

PROPERTY located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at the Southeast Corner of Lot 1, Block 2, IRVING PARK ADDITION, Salt Lake City, Utah Survey being at the intersection of the North right-of-way line of 300 South Street and the West right-of-way- line of Foss Avenue, said point being located South 89°58'07" West 33.00 feet along monumented line and North 00°04'23" West 49.00 feet from the Salt Lake City Survey Monument at the intersection of 300 South Street and Foss Avenue; running thence South 89°58'07" West 129.59 feet (129.50 feet by record) along said North right-of-way line to the Southwest corner of Lot 5 of said Block 2; thence North 00°03'58" West 455.87 feet (454.75 feet by record) along the West line of said Lot 5 and then the centerline of a vacated alley to the South boundary line of the Park Willows Condos, Parcel No. 1; thence North 89°58'19" East 129.53 feet (129.50 by record) along said South boundary line to the West right-of-way line of Foss Avenue; thence South 00°04'23" East 455.86 feet (454.75 feet by record) along said right-of-way line to the point of beginning.