

WHEN RECORDED, RETURN TO:

Glen D. Watkins
Jones Waldo Holbrook & McDonough, PC
170 South Main Street, Suite 1500
Salt Lake City, UT 84101

ENTRY NO. 00858719

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Termination PAGE 1/18

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 64.00 BY U S TITLE OF UTAH



**TERMINATION AND RELEASE OF EASEMENT AND
GRANT OF GOLF CART PATH EASEMENT**

THIS TERMINATION AND RELEASE OF EASEMENT AND GRANT OF GOLF CART PATH EASEMENT (this "Agreement") is made this 14 day of October, 2008, by and between DEERPATH DEVELOPMENT CORPORATION, a Utah corporation ("Grantor"), and THE CANYONS RESORT VILLAGE ASSOCIATION, INC., a Utah nonprofit corporation, d/b/a THE CANYONS RESORT VILLAGE MANAGEMENT ASSOCIATION ("Grantee"); collectively "party" in the singular and "parties" in the plural.

RECITALS

A. Grantee is the fee owner of the "Golf Course Parcel" within Frostwood, A Planned Community ("Frostwood"), located in The Canyons Specially Planned Area ("The Canyons SPA") in Summit County, Utah, more particularly described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Golf Course Parcel").

B. Grantor is the fee owner of the real property located within Frostwood more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein (the "Grantor Property").

C. In accordance with the Amended and Restated Development Agreement for the Canyons Specially Planned Area, dated as of November 15, 1999 and recorded on November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records (the "SPA Development Agreement"), the Grantee is the master association maintained over certain of the real property within The Canyons SPA, including Frostwood.

D. The Golf Course Parcel comprises a portion of the golf course (the "Golf Course") contemplated for development and construction on the real property located in the Lower Village, East Willow Draw, West Willow Draw and Frostwood Development Areas of The Canyons SPA by the SPA Development Agreement (the "Golf Course Property"), which may be owned and/or operated by third parties.

E. Golf cart paths and pedestrian easements over the Grantor Property are necessary for access to and the use, operation and maintenance of the Golf Course, including the Golf Course Parcel comprising a portion thereof. As shown on that certain

Fairway Springs at The Canyons Subdivision Plat recorded January 23, 2003 in the Official Records as Entry No. 645719 and that certain First Amended Master Development Plat of Frostwood A Planned Community recorded December 22, 2006 in the Official Records as Entry No. 799952 ("Frostwood Master Plat"), Grantee has an existing easement over the Grantor Property for such purposes (the "Existing Easement"). In consideration of Grantor conveying to Grantee new easements over, across and through portions of the Grantor Property, Grantee desires to terminate and release the Existing Easement. Grantor is willing to grant such new easements on and subject to the terms and conditions of this Agreement.

AGREEMENT

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

1. Definitions. As used herein, the following terms shall have the meanings given them below:

"The Canyons SPA" has the meaning set forth in Recital A.

"Construction Easement" has the meaning set forth in Section 4.

"Construction and Staging Area" means that portion of the Grantor Property shown as "Construction and Staging Area" on **Exhibit C** and more particularly described on **Exhibit D**.

"Easement Property" means those portions of the Grantor Property shown as the "Golf Cart Path 1" and "Golf Cart Path 2" on **Exhibit C** and more particularly described on **Exhibit D**, subject to field adjustment and final location thereof in accordance with Section 5 of this Agreement.

"Existing Easement" has the meaning set forth in Recital E.

"Frostwood" has the meaning set forth in Recital A.

"Frostwood Master Plat" has the meaning set forth in Recital E.

"Golf Cart Path" shall mean a twelve (12) foot wide golf cart path together with all improvements and landscaping related thereto constructed within the Easement Property.

"Golf Cart Path Easements" has the meaning set forth Section 3 of this Agreement.

"Golf Course" has the meaning given it in Recital D of this Agreement.

“Golf Course Grantees” shall mean the Grantee, the Golf Course Owner and the Golf Course Operator and their respective guests, invitees, managers, agents, employees and contractors.

“Golf Course Operator” shall mean the persons or entities from time-to-time engaged pursuant to a written agreement by the Golf Course Owner, to operate and maintain the Golf Course.

“Golf Course Owner” means the record fee title owner(s) of the lands comprising the Golf Course.

“Golf Course Parcel” has the meaning set forth in Recital A.

“Golf Course Property” has the meaning set forth in Recital D.

“Grantee” has the meaning set forth in the preamble to this Agreement.

“Grantor” has the meaning set forth in the preamble to this Agreement.

“Grantor Property” has the meaning set forth in Recital B.

“Official Records” means the official records of the Summit County, Utah Recorder.

“SPA Development Agreement” has the meaning set forth in Recital C.

2. Termination of Existing Easement. Grantee hereby terminates, releases and relinquishes all of its right title and interest in and to the Existing Easement, and does hereby remise, release and forever quitclaim to Grantor all of the right title and interest of the Grantee in and to the Existing Easement.

3. Grant and Purpose of New Easement. Grantor hereby grants to the Golf Course Grantees, for the benefit of the Golf Course Parcel, perpetual, nonexclusive easements of access and use over, through, under and across the Easement Property, for (i) the passage of golf carts and golf course maintenance equipment; and (ii) pedestrian use by golfers as well as other guests and invitees of the Golf Course Owner using the Golf Course (including the Golf Course Parcel) as authorized by the Golf Course Owner pursuant to rules and regulations adopted by the Golf Course Owner from time-to-time; and (iii) the construction, maintenance, repair and replacement of the Golf Cart Paths and the elements thereof; and (iv) for such other use by the Golf Course Grantees as may be necessary in connection with the use, maintenance, repair and operation of the Golf Course, including without limitation the Golf Course Parcel (the “Golf Cart Path Easements”).

4. Construction Easement. In addition to the easements granted pursuant to Section 3 above, Grantor hereby grants to the Golf Course Grantees a temporary

construction easement over and across the Construction and Staging Area for use in constructing the Golf Cart Paths, including without limitation the unloading and storage of materials and the location and operation of equipment used in the construction thereof (the "Construction Easement"). Upon completion of the construction of the Golf Cart Paths, Grantee shall repair and restore the Construction and Staging Area to substantially the same condition as existed immediately prior to the Golf Course Grantees' use thereof, including the re-vegetation of the Construction and Staging Area, if applicable. The Construction Easement shall automatically expire on the date that the Golf Course Owner gives written notice to Grantor of the Golf Course Owner's determination that the construction of the Golf Course and the Golf Cart Paths have been completed within Frostwood.

5. Field Adjustment. The parties acknowledge and agree that the locations of the Golf Cart Path Easements have been established preliminarily in advance of the construction of the Golf Course or the Golf Cart Paths based on design drawings prepared for the Golf Course. The parties acknowledge and agree that the final location of each Golf Cart Path Easement shall be subject to adjustment in order to take into account adjustments in the location of the Golf Cart Path that the Golf Course Owner determines to be reasonably necessary, taking into account (a) the terrain, features and soils conditions of the area on which each Golf Cart Path will be constructed and surrounding areas, (b) good engineering and construction practices, and (c) customary operating and safety considerations for golf courses of this type. The parties agree that the Grantee may adjust the final location of a Golf Cart Path Easement up to five (5) feet either way from the centerline of the Easement Property described in this Agreement without further approval of the Grantor. Any further adjustment of the location of a Golf Cart Path Easement shall be subject to the approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. After field adjustments are made and the final locations of each Golf Cart Path are determined, the parties agree to record an amendment to this Agreement setting forth the final location of the Golf Cart Path Easements and the revised legal description of the Easement Property. Notwithstanding the foregoing, the adjustments shall not unreasonably interfere with Grantor's construction of buildings on the Grantor Property outside of the Easement Property.

6. Easement Conveyed; As-Is; Use; Maintenance; Improvements. Grantor grants the easements over the Easement Property to the Grantee "AS IS" and "WITH ALL FAULTS" and the Grantee shall use the Easement Property at its own risk. Grantor has not made and is not obligated to make any improvements to the Easement Property. The Golf Cart Path, including landscaping and other desired related improvements, shall be constructed without cost to Grantor. The Grantee shall, at its sole cost and expense, maintain the Easement Property in good order, condition and repair. Grantor agrees that its use of the Easement Property shall not in any manner interfere with or delay the construction of the Golf Cart Path or the Grantee's use of the Easement Property in connection therewith. All activities by the Golf Course Grantees in connection with any construction, maintenance, repair and replacement of the Easement Property shall be pursued diligently to completion. Further, subject to the rights granted to the Golf Course Grantees under that certain Master Declaration of Covenants, Conditions, Easements and

Restrictions for Frostwood, a Planned Community recorded on September 15, 2000, as Entry No. 00573073 in the official records of Summit County, as amended by that First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Frostwood, recorded on December 22, 2006, as Entry No. 00799958, Grantee shall promptly repair any damage to the Grantor Property caused by the Golf Course Grantees in connection with the use of the Easement Property or the Construction and Staging Area. No assessment, fee or other similar charge shall be made, levied, charged or otherwise imposed by Grantor upon or with respect to any of the Golf Course Grantees or the Easement Property in connection with their use of the Golf Cart Path Easements or the exercise of the rights granted to them under this Agreement.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to the general public, for the use by or benefit of the general public or for any public purpose whatsoever; it being the intent of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

8. Easements Appurtenant; Certain Easement in Gross. The easements, restrictions, rights and interest granted or created herein shall be appurtenant to the Golf Course Parcel. The Golf Course Parcel shall constitute the dominant estate, and the Grantor Property shall constitute the servient estate. Provided however that notwithstanding the foregoing, if the Grantee shall cease to own the Golf Course Parcel, the Golf Cart Path Easement granted to the Grantee pursuant to this Agreement shall, in addition to running with the land for the benefit of successor owners of the land, constitute an easement in gross granted to the Grantee for the personal benefit of the Grantee and its agents, guests, and invitees; and provided further that such easement in gross shall not be appurtenant to or tied to any real property.

9. Release Waiver and Disclaimer. The Golf Course Grantees and all parties utilizing any Golf Cart Path Easement and/or the Construction Easement through the Golf Course Grantees' rights under this Agreement shall utilize the Golf Cart Path Easement and/or the Construction Easement at their own risk. Neither Grantor nor any of its officers, agents, employers or affiliates, or their successors and assigns shall be liable to any Golf Course Grantee or any other person claiming any loss or damage including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy (collectively "Loss") or arising from the use of any Golf Cart Path Easement or the Construction Easement; provided however that this Section 9 shall not apply to any Loss arising in whole or part out of the negligence or willful misconduct of the Grantor.

10. Common Areas on the Grantor Property. In no event shall this Agreement or the rights granted herein be deemed to allow the Golf Course Grantees (or members of the public) to enter onto any portion of the Grantor Property other than the Easement Property or the portion of the Grantor Property covered by the Construction Easement. Grantor reserves the right to install signs along the Easement Property (consistent with

any applicable rules and regulations) restricting access to property adjacent to the Easement Property.

11. Duration. This Agreement and the easements, covenants, restrictions, interests and undertakings of this Agreement shall be perpetual in duration, unless earlier modified or terminated by the terms of this Agreement or the mutual agreement of the respective parties hereto, or their successors or assigns.

12. Interest of Parties. Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature): (a) subject to the provisions of section 8, will constitute covenants running with the land comprising the Easement Property and the Golf Course Parcel; (b) will bind every person having any fee, leasehold or other interest in any portion of either such parcel at any time; and (iii) will inure to the benefit of the parties hereto and their respective successors and assigns as to each parcel. Except as expressly provided herein, this Agreement shall not benefit any third parties, nor shall it create any prescriptive rights in the Grantee or any third parties.

13. Default by Grantor. In the event of a default by the Grantor of any provision of this Agreement, any of the Grantee, the Golf Course Owner or the Golf Course Operator shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default; provided, however, that such compensation shall not include consequential damages of any nature, including without limitation lost profits or punitive damages. Such remedies shall include without limitation the right to specific performance and injunctive relief and shall be in addition to and not in lieu of any rights or remedies to which each grantee may be entitled. Notwithstanding anything to the contrary herein, no Golf Course Grantee other than the Grantee, the Golf Course Owner or the Golf Course Operator, excluding their respective guests, invitees, employees and contractors, shall have any right to enforce the Golf Cart Path Easement granted herein.

14. Default by Grantee. In the event of a default by the Grantee of any provision of this Agreement, the Grantor or any non-defaulting Grantee of such easement who is adversely affected by such default shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default; provided, however, that such compensation shall not include consequential damages of any nature, including without limitation lost profits or punitive damages. Such remedies shall include without limitation the right to specific performance and injunctive relief and shall be in addition to and not in lieu of any rights or remedies to which such grantee may be entitled.

15. Modification and Termination. This Agreement and any provision, covenant, condition or restriction contained herein may only be terminated, extended, modified or amended by written agreement of Grantor and the Grantee. No termination, extension, modification or amendment of this Agreement will be effective until a written

instrument setting forth its terms has been executed, acknowledged and recorded in the office of the Recorder of Summit County, State of Utah.

16. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle Grantor or any Golf Course Grantee to terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which Grantor or any Golf Course Grantee may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value.

17. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

18. Partial Invalidity. If any provision of this Agreement, or the application hereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Attorneys' Fees. In the event of a breach or other dispute between the parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, the prevailing party in such dispute, whether pursued through litigation or otherwise, shall be entitled to recover from the other party all of its costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.

20. Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Utah.

21. Execution in Counterparts; Recording. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement shall be recorded in the official records of Summit County, Utah.

22. No Partnership. The parties hereto do not, by this Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

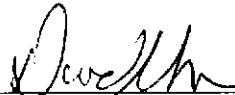
23. Recitals. The Recitals set forth above are true and correct and, together with each of the exhibits to this Agreement, are incorporated herein by this reference.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

DEERPATH DEVELOPMENT
CORPORATION, a Utah corporation

By: 
Name: DAVID J. LAWSON
Its: PRESIDENT

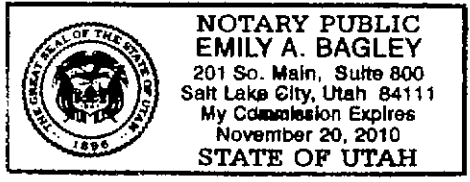
GRANTEE:

THE CANYONS RESORT VILLAGE
ASSOCIATION, INC., a Utah non-profit
corporation, dba THE CANYONS RESORT
VILLAGE MANAGEMENT
ASSOCIATION

By: _____
Name: _____
Its: _____

STATE OF Utah)
COUNTY OF Salt Lake) :ss.

This instrument was acknowledged before me on October 14, 2008 by David Lawson, the President of Deerpath Development Corporation, a Utah corporation.



Emily A. Bagley
Notary Public

STATE OF _____)
COUNTY OF _____) :ss.

This instrument was acknowledged before me on _____, 2008 by _____, the _____ of The Canyons Resort Village Association, Inc., a Utah non-profit corporation dba The Canyons Resort Village Management Association.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

DEERPATH DEVELOPMENT
CORPORATION, a Utah corporation

By: _____
Name: _____
Its: _____

GRANTEE:

THE CANYONS RESORT VILLAGE
ASSOCIATION, INC., a Utah non-profit
corporation, dba THE CANYONS RESORT
VILLAGE MANAGEMENT
ASSOCIATION

By: Timothy C. Vetter
Name: Timothy C. Vetter
Its: President

STATE OF)
 :ss.
COUNTY OF)

This instrument was acknowledged before me on _____, 2008 by _____, the _____ of Deerpath Development Corporation, a Utah corporation.

Notary Public

STATE OF Utah)
 :ss.
COUNTY OF Summit)

This instrument was acknowledged before me on October 30, 2008 by Timothy Vetter, the President of The Canyons Resort Village Association, Inc., a Utah non-profit corporation dba The Canyons Resort Village Management Association.

Kate Christi
Notary Public

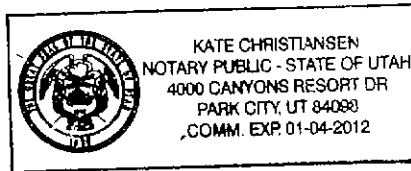


EXHIBIT A

Legal Description of the Golf Course Parcel

All of Golf Course Parcel "A" according to the FIRST AMENDED MASTER DEVELOPMENT PLAT OF FROSTWOOD A PLANNED COMMUNITY on file in Official Records, as modified by a lot line adjustment as set forth in that certain Memorandum recorded November 3, 2008 as Entry No. 858708 in Book 1953 at Page 127 in the Summit County Recorder's Office.

FRSTW-A-1AM

EXHIBIT B

Legal Description of the Grantor Property

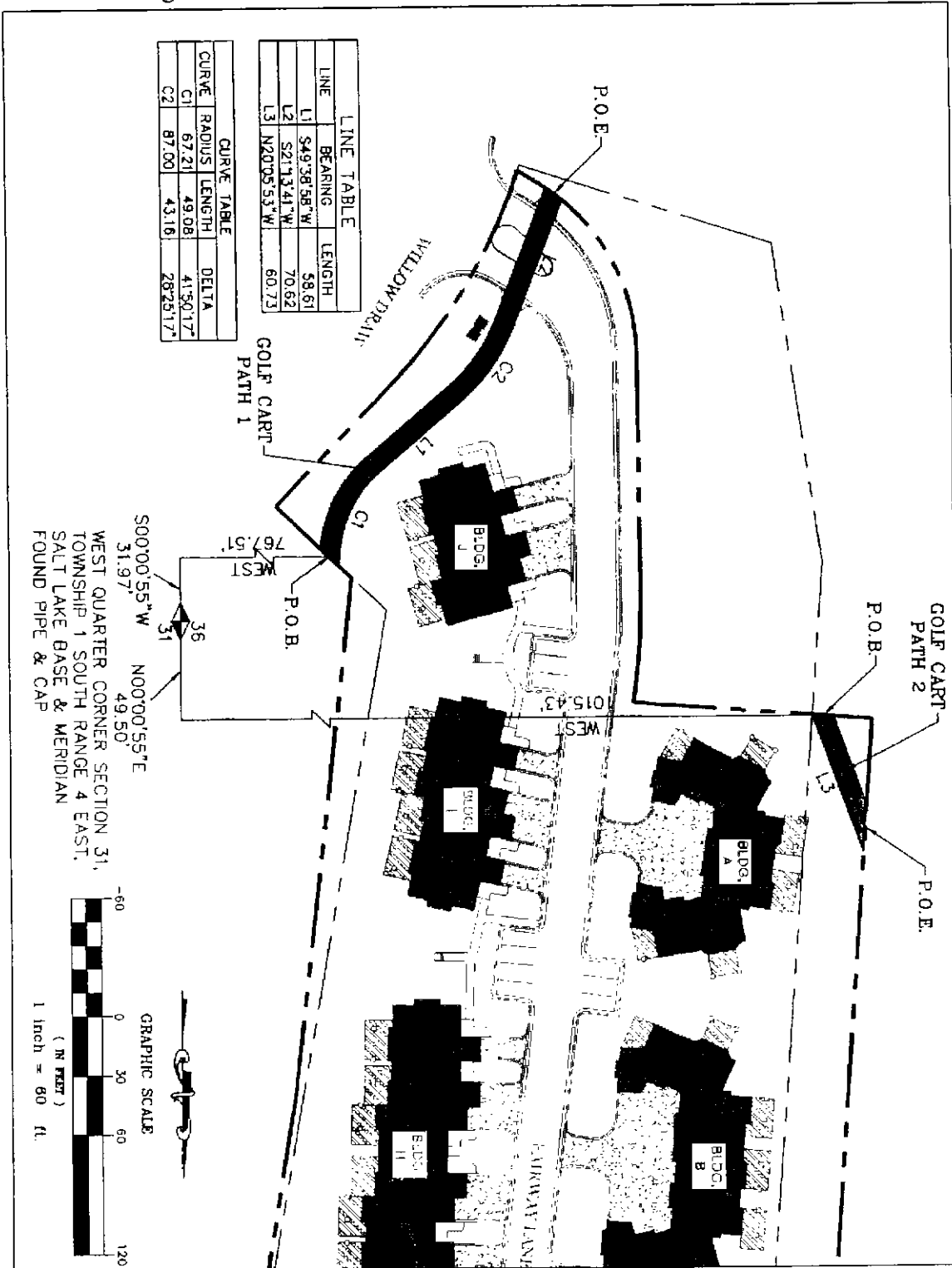
A parcel of land located in the East Half of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at a point North $00^{\circ}00'55''$ East 2,413.29 feet along the east line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and West 863.94 feet from the Southeast Corner of said Section 36, and thence North $58^{\circ}26'24''$ West 12.17 feet to a point of tangency of a 102.00 foot radius curve to the right; thence Northwesterly 103.34 feet along said curve through a central angle of $58^{\circ}02'58''$ and a long chord of North $29^{\circ}24'55''$ West 98.98 feet; thence North $00^{\circ}23'26''$ West 127.77 feet to a point of tangency of a 222.00 foot radius curve to the right; thence Northerly 28.22 feet along said curve through a central angle of $07^{\circ}17'04''$ and a long chord of North $03^{\circ}15'06''$ East 28.21 feet; thence North $06^{\circ}53'38''$ East 20.03 feet; thence North $85^{\circ}45'00''$ West 120.65 feet; thence North $04^{\circ}01'29''$ East 656.86 feet; thence North $35^{\circ}36'02''$ West 58.74 feet; thence North $54^{\circ}24'09''$ East 258.16 feet; thence South $35^{\circ}35'56''$ East 216.06 feet; thence South $00^{\circ}15'45''$ West 146.63 feet; thence South $09^{\circ}12'04''$ West 347.51 feet; thence South $06^{\circ}32'10''$ West 261.91 feet; thence South $45^{\circ}54'51''$ East 52.46 feet; thence South $43^{\circ}46'12''$ West 85.34 feet to a point of tangency of a 280.00 foot radius curve to the left; thence Southwesterly 125.69 feet along said curve through a central angle of $25^{\circ}43'13''$ and a long chord of South $30^{\circ}54'36''$ West 124.64 feet to the POINT OF BEGINNING. Said parcel contains 263,283 square feet or 6.04 acres, more or less.

FWSC-1 through FWSC-16

EXHIBIT C

Drawings of Golf Cart Path Easement and Construction and Staging Area



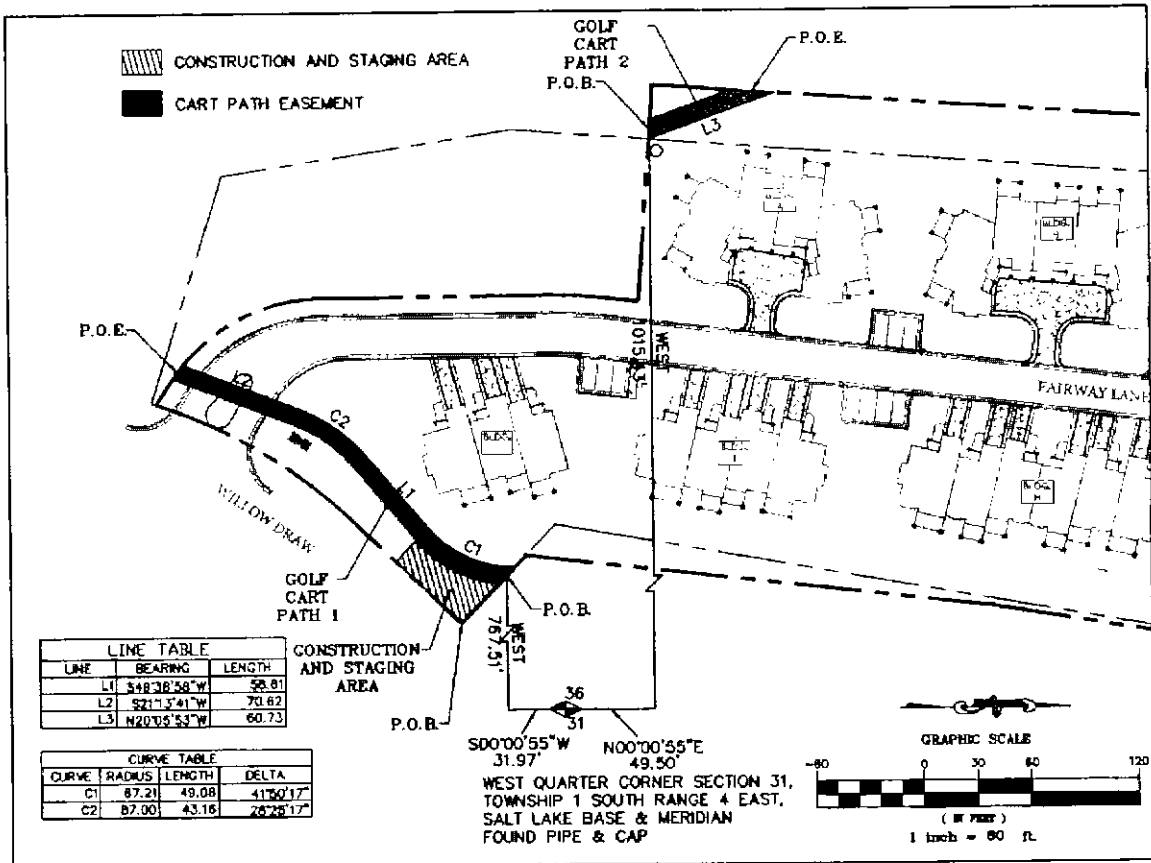


EXHIBIT D

Legal Description of Easement Property

A 12.00 foot wide Golf Cart Path easement, being 6.00 feet perpendicularly distant on each side of the following described centerlines:

GOLF CART PATH 1

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence S.00°00'55"W. along the section line, a distance of 31.97 feet; thence leaving said section line West, a distance of 767.51 feet to the POINT OF BEGINNING; said point also being the beginning of a curve to the right, of which the radius point lies N.86°49'09"W., a radial distance of 67.21 feet; thence southwesterly along the arc, through a central angle of 41°50'17", a distance of 49.08 feet; thence S.49°38'58"W., a distance of 58.61 feet to a point of curve to the left having a radius of 87.00 feet and a central angle of 28°25'17"; thence southwesterly along the arc a distance of 43.16 feet; thence S.21°13'41"W., a distance of 70.62 feet to the POINT OF ENDING.

GOLF CART PATH 2

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence N.00°00'55"E., a distance of 49.50 feet along the section line; thence leaving said section line West, a distance of 1,015.43 feet to the POINT OF BEGINNING; thence N.20°05'53"W., a distance of 60.73 feet to the POINT OF ENDING.

Legal Description of Construction and Staging Area

Commencing at the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence N.00°00'55"E., a distance of 60.15 feet; thence West, a distance of 741.79 feet to the POINT OF BEGINNING; thence S.43°46'12"W., a distance of 50.00 feet; thence N.46°13'48"W., a distance of 16.12 feet; thence N.49°38'58"E., a distance of 4.51 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.44°49'04"W., a radial distance of 72.21 feet; thence northeasterly along the arc, through a central angle of 38°40'58", a distance of 48.75 feet; thence S.46°13'48"E., a distance of 30.38 feet to the POINT OF BEGINNING.

Containing 988.20 square feet or 0.0227 acres, more or less.

END OF DESCRIPTION.

LENDER CONSENT AND SUBORDINATION

MagnetBank ("Lender") is the beneficiary under that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of August 14, 2006, executed by David John Lawson, Trustee of the Lawson Family Trust, dated July 14, 1989, predecessor in interest to Grantor (defined below) and recorded on August 15, 2006, as Entry No. 00787023, Book 01810, Page 00513 in the official records of Summit County, Utah, as amended by that certain First Amendment to Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 3, 2008, executed by Deerpath Development Corporation, a Utah corporation ("Grantor") and recorded on November 3, 2008, as Entry No. 858717, Book 1955, Page 1320 in the official records of Summit County, Utah (as amended, the "Deed of Trust"), which Deed of Trust encumbers the real property (or a portion thereof) subject to the attached Termination and Release of Easement and Grant of Golf Cart Path Easement executed by Deerpath Development Corporation and recorded in the official records of Summit County, Utah (the "Easement").

NOW, THEREFORE, Lender hereby consents to all of the provisions contained in the attached Easement, and covenants and agrees that the lien of the Deed of Trust and other related documents shall be junior, subordinate and subject to said Easement, and that any foreclosure of the Deed of Trust and other related documents, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the Easement. Any person or entity acquiring the Grantor Property, whether through Grantor, Lender, their successors or assigns, shall take such property subject to the Easement and the provisions contained therein.

[Signature Page Follows.]

IN WITNESS WHEREOF, Lender executes this Lender Consent and Subordination as of _____, 2008.

LENDER:

MAGNETBANK

By: [Signature]
Its: Senior Vice President

STATE OF Utah)
COUNTY OF Salt Lake) :ss.

The foregoing instrument was acknowledged before me this 10th day of October, 2008, by Russell Miller, the Senior Vice President of MagnetBank.



Beth A. Jepsen
NOTARY PUBLIC