

## WHEN RECORDED, RETURN TO:

Jeannette Falk  
2471 Scenic Drive  
Salt Lake City, Utah 84109

## DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust"), made this 21 day of September, 2006, between STUDIO NINE, LLC, a Utah limited liability company, as TRUSTOR, whose address is 926 East 900 South, Salt Lake City, Utah 84105; WILLIAM L. PRATER, a member of the Utah State Bar, as TRUSTEE, whose address is 6925 Union Park Drive, Suite 265, Midvale, Utah 84047; and JEANNETTE FALK, whose address is 2471 Scenic Drive, Salt Lake City Utah 84109, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property (the "Property"), in Salt Lake County, State of Utah:

Beginning at a point 117 feet West from the Northeast Corner of Lot 22, Block 3, BELMONT SUBDIVISION, of Lots 8; 9, 10; and 11, Block 17, Five Acre Plat "A", Big Field Survey and running thence West 40 feet; thence South 62.1 feet; thence East 40 feet; thence North 62.1 feet to the place of beginning.

Said Property also being described by survey as follows:

Beginning at a point on the South right-of-way line of 900 South Street, said point being South 89°56'40" West 117.00 feet from the Northeast Corner of Lot 22, Block 3, BELMONT SUBDIVISION, and running thence South 0°01'00" East 62.10 feet; thence South 89°56'40" West 40.00 feet; thence North 0°01'00" West 62.10 feet to said South right-of-way line; thence North 89°56'40" East along said right-of-way 40.00 feet to the point of beginning.

Parcel No.: 16-08-182-013-0000

Together with all the estate, right, title and interest which Trustor now has or may hereafter acquire, either in law or in equity, in and to the Property; to have and to hold the same, together with the buildings and improvements thereon and all alterations, additions or improvements now or hereafter made thereto, and together with all singular lands, tenements, hereditaments, reversions, remainders, privileges, water rights and appurtenances of every kind and nature thereunto belonging or in any way appertaining to, or which may be acquired after the date of this Deed of Trust and used or enjoyed with, the Property, or any part thereof (all of which is the "Trust Estate").

FOR THE PURPOSE OF SECURING: (1) payment of all obligations now or hereafter arising pursuant to or otherwise related or connected to that separate Promissory Note dated September 21, 2006, executed by Trustor (the "Note"), which evidences an indebtedness of KATHIA H. DANG to Beneficiary in the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000), together with interest thereon as provided in the Note, payable to the order of Beneficiary at the times, and in the manner and with interest as set forth in the Note, together with any extensions, renewals, modifications, and future advances thereof or thereunder; (2) the performance of each agreement of Trustor contained in this Deed of Trust; (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust or the Note, together with interest as provided in this Deed of Trust or in the Note. Trustor has agreed, and hereby acknowledges and agrees to grant to Beneficiary the security interest created by this Deed of Trust as an accommodation to KATHIA H. DANG, in light of the fact that KATHIA H. DANG is the sole member of Trustor;

and Trustor hereby acknowledges and agrees that it has received sufficient and adequate consideration for the granting of said security interest.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES to appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Trust Estate, or the rights or powers of Beneficiary or Trustee.

IT IS MUTUALLY AGREED THAT:

1. **Condemnation.** Should the Trust Estate or any part thereof be taken by reason of any public improvement or condemnation proceeding, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled, at their option, to commence, appear in and prosecute in their own name, any action or proceedings, or to make any reasonable compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds specifically payable directly to Beneficiary pursuant to said condemnation are hereby assigned to Beneficiary, who shall apply the same on any indebtedness and payments secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

2. **Actions by Trustee.** At any time, and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the Note for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness secured by this Deed of Trust, Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction on the Property; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge of this Deed of Trust; (d) grant any extension or modifications of the terms of the Note; (e) reconvey without warranty all or any part of the Trust Estate; (f) take other or additional security for the payment of the obligations secured by this Deed of Trust. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of fact shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

3. **Non-Waiver.** Failure on the part of Beneficiary to enforce promptly any right under this Deed of Trust shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured by this Deed of Trust after its due date shall not constitute a waiver of any other subsequent default.

4. **Default.** Time is of the essence hereof. Upon default by Trustor under the terms of the Note and the giving of appropriate notice of default as required by the Note, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Trust Estate to be sold to satisfy all obligations secured by this Deed of Trust, and Trustee shall file such notice for record in each county where the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Note and all documents evidencing expenditures secured by this Deed of Trust.

5. **Trustee's Sale.** After the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Trust Estate, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than three days beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale.

Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Trust Estate so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiaries, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the interest rate provided in the Notes from date of expenditure; (d) all other sums then secured by this Deed of Trust; and (e) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

6. **Surrender of Possession After Trustee's Sale.** Trustor agrees to surrender possession of the Trust Estate to the Purchaser at the Trustee's sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

7. **Successor Trustee.** Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named in this Deed of Trust or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

8. **Successors and Assigns, Interpretation.** This Deed of Trust shall apply to, inure to the benefit of, and bind Trustor, Trustee, Beneficiary, their heirs, legatees, devisees, administrators, executors, successors and permitted assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

9. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

10. **Governing Law.** This Deed of Trust shall be construed according to the laws of the State of Utah.

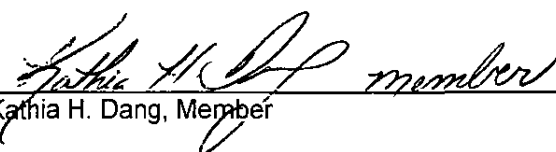
11. **Loan Charges.** Notwithstanding any provision in this Deed of Trust or in the Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the applicable laws of the State of Utah.

12. **Invalidity.** If any provision of this Deed of Trust should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

13. **Request for Notice.** Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address set forth above.

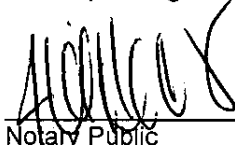
TRUSTOR:

STUDIO NINE, LLC, a Utah limited liability company

By:  member  
Kathia H. Dang, Member

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

The foregoing instrument was acknowledged before me this 27 day of September, 2006, by KATHIA H. DANG, who is personally known to me, or who proved to me her identity through documentary evidence, and who duly acknowledged to me that she executed said instrument for and on behalf of STUDIO NINE, LLC, by authority of its Operating Agreement or Operating Guidelines..



Notary Public  
Residing at: Salt Lake County, Utah

My Commission Expires:

May 1, 2007

