

Prepared by:  
DONALD E. JACKSON  
P.O. Box 167  
Amarillo, TX 79105-0167  
Commitment No. 97158

AFTER RECORDING RETURN TO:  
Donald E. Jackson  
P.O. Box 167  
Amarillo, TX 79105-0167

6819550  
12/19/97 4:48 PM 40.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: R FRESQUES ,DEPUTY - WI

6819550

**ASSIGNMENT OF LEASES  
CONTAINING A PRESENT ASSIGNMENT OF LEASE PROCEEDS**

STATE OF UTAH §  
COUNTY OF SALT LAKE § KNOW ALL MEN BY THESE PRESENTS:  
§

This Assignment made this 16<sup>th</sup> day of December, 1997, by STEVSIM, INC., a Delaware corporation, whose mailing address is 1507 Avenue M, Brooklyn, New York 11230 (hereinafter called ASSIGNOR), to CONSECO MORTGAGE CAPITAL, INC., a Delaware corporation, with its principal place of business in Amarillo, Texas (hereinafter called ASSIGNEE).

WHEREAS, Assignor is the owner of certain real property which is more particularly described in Exhibit "A" attached hereto, which exhibit is incorporated herein by reference for all purposes, which property, together with the buildings, improvements, fixtures, equipment and personal property located thereon (hereinafter collectively referred to as the "Premises" or the "Mortgaged Property"); and

WHEREAS, Assignor is indebted to Assignee in the original principal sum of ONE MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,527,000.00), and has executed and delivered its Promissory Note (the "Note") of even date herewith to evidence such debt to Assignee, the Note being secured by a Deed of Trust and Security Agreement of even date on the above described property (the "Deed of Trust"); and

WHEREAS, Assignee has required, as a condition to the making of the loan hereinbefore described, the following assignment of the Assignor's interest in the lease which is described on Exhibit "B" attached hereto, which exhibit is incorporated herein by reference for all purposes; and

WHEREAS, Assignor desires to satisfy Assignee's loan condition and to more fully secure to the Assignee the payment of the Note by

BK 7835 P62576

LTC # 19078

making the following assignment of its interest in the leases hereinbefore described.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the Premises and the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged by the Assignor, Assignor does hereby assign, transfer and set over unto the Assignee all of the Assignor's interest in and to the above described leases and any other leases which now exist or which may hereafter come into existence in and upon the above described Premises, such assignment to be made upon the terms and conditions hereinafter set forth.

I. DESCRIPTION OF LEASES:

The leases to which this Assignment shall apply shall include all of the leases which may be in existence in and upon the above described Premises at the time of the execution of this Assignment, including, but not limited to, those which are described on Exhibit "B" attached hereto, any new leases in and upon the real property hereinbefore described which shall be entered into from and after the date of the execution of this Assignment, and all renewals, extensions, amendments, supplemental agreements or substitute leases which may be entered into after the date of this Agreement which shall affect in any way the leases herein described.

II. ASSIGNMENT OF RENTS AND PROFITS:

As a part of this Assignment, the Assignor does further assign, transfer and set over to the Assignee all of the rents, issues, profits, assessments and other charges which are to be collected from the lease hereinbefore described. In addition, the Assignor hereby specifically authorizes the Assignee, subject to the provisions of the leases, at the Assignee's option and election, to enter upon the demised premises set out in each such lease for the purpose of collecting rents, operating and maintaining said demised premises and performing all other acts necessary for the operation and maintenance of said demised premises. It is the intent of the Assignor hereunder to authorize the performance by the Assignee of all acts with respect to the demised premises under the leases which the Assignor shall be entitled to perform under each of said lease agreements.

THE FIXED MONTHLY RENT FROM THE WILLOW CREEK SYSTEMS, INC. LEASE WILL BE DELIVERED DIRECTLY TO ASSIGNEE BY WILLOW CREEK SYSTEMS, INC., TENANT. As long as there is no Event of Default under the terms of the Note or Deed of Trust, Assignor may collect all other rents and lease payments.

Assignee will give Assignor written notice of monetary defaults and allow Assignor 30 days to cure such default before exercising any of the remedies available to it under this or any other loan document. With respect to non-monetary defaults, Assignee will give Assignor written notice of such default and allow Assignor 30 days to cure the default or to commence reasonable efforts to cure the default before exercising any of the remedies available to it under this or any other loan document. If the non-monetary default is such that cannot be cured within the 30-day period Assignee will not exercise any of its default rights or remedies as long as Assignor has commenced cure efforts within the 30-day period and continues such efforts without interruption until the cure is effected.

### III. APPLICATION OF LEASE PROCEEDS BY ASSIGNEE:

The Assignee shall, after payment of all reasonable and proper charges and expenses, credit the net amount of income which it may receive by virtue of this Assignment to any amounts due the Assignee from the Assignor under the terms and provisions of the Note and the Deed of Trust. The income shall be credited and applied in the following manner:

- (a) To cure any default under the terms of the Note or Deed of Trust;
- (b) To ground rentals, if any;
- (c) To taxes or special assessments which constitute a lien against the Assignee's security;
- (d) To any unperformed obligations of the Lessor under the terms of the leases hereinbefore described;
- (e) To interest as it accrues on the indebtedness;
- (f) To current principal and interest installments under the Note;
- (g) To fund any Escrow Deposits required by the Deed of Trust;
- (h) To any costs or expenses of executing the Deed of Trust and any advances secured thereby;
- (i) Any monies remaining after application of the lease payment in the manner stated above will be delivered by Assignee to Assignor addressed to STEVSIM, INC., a Delaware corporation, whose mailing address is 1507 Avenue M, Brooklyn, New York 11230 by regular mail no

later than ten (10) business days following receipt of the payment by Assignee.

Assignee acknowledges that if Assignee files a petition for bankruptcy under the Bankruptcy Code (11 USC Sec. 101 et seq.) or any successor statute, any amounts paid to Assignee which exceed the amounts payable under the Note and Deed of Trust shall not be considered property of Assignee's bankruptcy estate under Section 541 of the Bankruptcy Code.

Assignor shall not, under any circumstances, receive credit for the value or present value of the lease payments assigned before the lease payments are actually received by Assignee.

IV. Nothing herein contained shall be construed as constituting the Assignee as a "mortgagee in possession" in the absence of taking of actual possession of the said Premises by the Assignee pursuant to the terms of this document or the Deed of Trust executed in connection with this lending transaction. In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, other than for Assignee's gross negligence or willful misconduct, all such liability being expressly waived and released by the undersigned Assignor.

V. LEASE WARRANTIES AND COVENANTS BY ASSIGNOR:

With respect to each of the leases herein assigned Assignor hereby covenants and warrant the following:

- (a) That Assignor is the owner of the fee simple estate in the above described property and has full right and power to enter into such lease agreements;
- (b) That to the best of Assignor's knowledge the above described leases have been or will be properly executed by the proper parties;
- (c) That all of the terms, provisions and conditions of each of the lease agreements hereinbefore specifically described are presently in full force and effect and that there are no present defaults in the performance of any of such terms and conditions;
- (d) That Assignor shall, upon demand, provide Assignee with copies of all executed leases upon the described Premises;
- (e) That the Assignor has not executed a prior assignment of said leases or rentals due thereunder which remains in full force and effect;

- (f) That the Assignor has not performed any acts or executed any other instruments which might prevent the Assignee from operating under any of the terms or condition of this Assignment and agreement or which would limit the Assignee in such operation;
- (g) That the Assignor has not executed or granted any modification or amendment of any of the leases hereinbefore specifically set out except as specifically enumerated herein;
- (h) That the Assignor has not collected or anticipated any rentals from any of the Lessees under said leases for a period of time in excess of one month prior to the due date of such rental;
- (i) That the Assignor will, at the Assignor's sole cost and expense, appear in and defend any action growing out of or in any manner connected with any of the assigned leases or the obligations or liabilities of the Lessor, Lessee or Guarantor thereunder;
- (j) That the Assignor will fulfill or perform each and every lease covenant which is required to be fulfilled or performed by the Lessor thereunder;
- (k) That the Assignor will give prompt notice to the Assignee of any notice of default given by any Lessee under any of the assigned leases to the Assignor, as Lessor under such lease, such notice to include a copy of any such Lessee's notice which shall have been given;
- (l) That the Assignor will enforce at its sole cost and expense, short of termination of the lease, the performance or observance of each and every covenant and condition required under the assigned leases to be performed or observed by the Lessees thereunder;
- (m) That the Assignor will not modify or alter the terms of any of the assigned leases without prior consent of Assignee, which consent will not be unreasonably withheld or delayed;
- (n) That the Assignor will not terminate the term of any assigned lease nor accept a surrender thereof unless required to do so by the terms of the lease;
- (o) That the Assignor will not waive or release any of the Lessees under the assigned leases from any obligations or conditions required to be performed by such Lessees under the lease; and

- (p) Assignor may subsequently execute additional Assignment of Leases covering the Premises described on Exhibit "A" provided those Assignments are, in all things, junior and inferior to this Assignment.

It is expressly understood and agreed, however, that the Assignor may violate any of the preceding covenants or warranties without such violation constituting a default hereunder if Assignor shall first obtain the prior approval or consent of the Assignee in writing.

#### VI. DEBTS SECURED; TERMINATION OF ASSIGNMENT:

This Assignment is made for the purpose of securing the following:

- (a) The payment of the indebtedness evidenced by the Note, which Note, if not sooner due, payable or paid, becoming finally due and payable as to principal and interest on January 1, 2023;
- (b) The performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, Deed of Trust, and in any of the documents securing said Note.

Upon the payment in full of all indebtedness secured hereby this Assignment shall be void and of no further effect and the release of the Deed of Trust shall constitute a release of this Assignment. For purposes of determining the remaining unpaid portion of such debt or debts the Assignor agrees that the Affidavit, Certificate, letter or statement of any officer or authorized agent of the Assignee showing any part of said indebtedness to remain unpaid shall be and constitute prima facie evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. At such time as the indebtedness secured hereby is fully paid, Assignee will furnish, at Assignor's expense, a document in recordable form releasing this Assignment.

#### VII. ASSIGNEE'S PERFORMANCE OF ASSIGNOR'S OBLIGATIONS:

The Assignor agrees that the Assignee may at any time after notice to Assignor and the expiration of all applicable cure periods, at its option (but without obligation to do so and without requirement of notice to or demand of the Assignor, and without releasing the Assignor of any obligation herein or under the assigned leases), make, perform, or do any act which is required herein to be performed by the Assignor, including specifically, but without limitation, the right to appear in and defend any action purporting to affect the security hereof of the rights or powers of

the Assignee and the right to perform any obligation of the Lessor contained in any of the assigned leases; and the Assignor further agrees that the Assignee, in exercising any such powers, may pay all necessary costs and expenses, may employ counsel, and may pay therefor reasonable attorney's fees (to the extent then permitted by law) and if Assignee prevails, for all of which the Assignor will, immediately upon demand, reimburse all such sums expended by the Assignee pursuant to such authority, such reimbursement to Assignee to include the full sum expended, together with interest thereon at the rate per annum specified in said Note as applicable in the event of a default. Any such reimbursement shall be added to the indebtedness secured by this Assignment, and shall be secured hereby and by the Deed of Trust.

#### VIII. ACCELERATION OF MATURITY:

The Assignor understands and agrees that in the event it shall fail to perform any of the covenants herein agreed to be performed, or in the event any of the warranties herein made are materially false or incorrect when made, or in the event Assignor otherwise defaults in any of the terms or provisions of this Assignment, and if any of the said events continues uncorrected for a period of thirty (30) days after written notice to Assignor of such event, or if such event is such that cannot be cured within the thirty (30) day period, if Assignor, or its successors, fails to take action within the thirty (30) day period, to start to correct such event and fails to proceed diligently and without interruption until the event is fully corrected, then the Assignee, as the holder of the Note may, at its option after the expiration of all applicable notice and cure periods, accelerate the maturity of the Note and declare the entire principal balance of the Note, together with all accrued interest and other amounts owing pursuant to this Assignment or the Deed of Trust, immediately due and payable.

#### IX. DEFAULT:

The Assignor agrees that in the event it defaults in the payment of said indebtedness, or in the performance of any of its obligations or covenants contained herein, or in the performance of any of its obligations or covenants contained in the Note or Deed of Trust, the Assignee may, at its option, and upon notice as provided in the Promissory Note and Deed of Trust after the expiration of all applicable cure periods, (and irrespective of whether declaration of default under any deed of trust has been delivered to the trustee thereunder) and without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, take any of the following actions:

- (a) Enter upon, take possession of, and operate the Premises;

- (b) Make, enforce, modify and accept the surrender of leases;
- (c) Obtain and evict tenants;
- (d) Fix or modify rents;
- (e) Perform any acts which the Assignee deems necessary to protect the security hereof until all indebtedness secured hereby is paid in full; and
- (f) Sue for or otherwise collect and receive in its own name all rents, issues and profits, including those past due and unpaid, and apply the same (less costs and expenses of operation and collection, including reasonable attorney's fees) upon any indebtedness secured hereby in such order as the Assignee may determine.

Any income received from the Premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor secured hereby, including any accelerated indebtedness, shall be paid over by the Assignee to the Assignor. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not be deemed to cure or waive any default, or to waive, modify or affect any notice of default given under the Note or the Deed of Trust, or to invalidate any act done pursuant to such notice.

X. COORDINATION WITH OTHER LOAN DOCUMENTS:

Nothing herein contained, and no act done or omitted by Assignee pursuant to the powers and acts granted herein, shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note or Deed of Trust and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any other security therefor owned or held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken hereunder. The remedies provided by this instrument shall be cumulative of those provided in the Note and the Deed of Trust.

XI. NON-LIABILITY OF ASSIGNEE:

The Assignee shall not be obligated to perform or discharge any obligation under the leases, or under or by reason of this Assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the lease or under or by reason of this Assignment, and of and from any and all claims



and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the lease except for claims that might arise when Assignee is in possession of the leased Premises or except for claims resulting from the proved negligence on the part of Assignee; should the Assignee incur any such liability, loss or damage under the lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees (to the extent then permitted by law), together with interest thereon at a rate per annum specified in said Note as applicable in the event of a default, shall be secured hereby and the Assignor shall reimburse the Assignee therefor immediately upon demand. Nothing herein contained shall be construed as making Assignee or its successors and assigns a mortgagee in possession, nor shall it or its successors or assigns be liable because of laches or for failure to collect any of the rents, issues, profits, revenues, rights and benefits, it being expressly understood and agreed by the Assignor that the Assignee shall only be required to account for such sums as are actually collected by Assignee.

XII. SUCCESSORS AND ASSIGNS:

This Assignment shall insure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

XIII. NOTICES:

The parties agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing to Assignor and shall be deemed to be given on the earlier of the second business day following the date notice is deposited in the United States Mail by certified or registered mail, return receipt requested, with proper amounts of postage affixed thereto, the day following the date on which the notice is delivered to a nationally recognized overnight courier (Federal Express, United Parcel Service, or a similar courier), or the date on which the notice is actually received. If the notice is delivered by electronic transmission, the cure period commences upon the date the notice is delivered. All notices will be addressed to the Assignor at the address furnished below, and to the Assignee at the following address:

ASSIGNOR:           STEVSIM, INC.  
                      1507 Avenue M  
                      Brooklyn, New York 11230

ASSIGNEE:           CONSECO MORTGAGE CAPITAL, INC.  
                      P.O. Box 9222  
                      Amarillo, Texas 79105

Such addresses may be changed from time to time by either party by serving notice as provided above.

XIV. EXCULPATION CLAUSE:

Notwithstanding anything to the contrary contained herein, it is understood and agreed that Assignor has executed the Note which this Assignment secures for the sole purpose of establishing the existence of the indebtedness secured hereby, and Assignee agrees by accepting this Assignment that it will look solely to the Mortgaged Property as defined in the Deed of Trust and the rents, issues, and profits therefrom for the payment of the indebtedness secured hereby, and all other amounts required to be paid under the terms of the Loan Documents and any other document executed in connection herewith and not to Assignor or the partners, officers, directors, members, managers or shareholders of Assignor, except as provided in this paragraph. Assignee further agrees that in connection with any action to foreclose or enforce any provisions of the Loan Documents or any other document executed in connection herewith, Assignee will not seek any deficiency judgment against Assignor or the partners, officers, directors, members, managers or shareholders of Assignor; provided, however, that nothing in this paragraph shall be, or be deemed to be, a release or impairment of said indebtedness or the lien created hereby upon the Mortgaged Property or preclude Assignee from suing upon the Note and foreclosing the Deed of Trust in case of any default or defaults hereunder or under the Note secured hereby or from enforcing any of its rights, including any remedy of injunctive or other equitable relief; and provided further that Assignor and any partner of Assignor shall be and shall remain personally liable for the following:

- (a) all loss, damage, cost, and expense, including, without limitation, reasonable attorneys' fees, suffered by Assignee as a result of a material intentional breach of Assignor's warranties and representations of this Assignment or as a result of the intentional or negligent waste of the Mortgaged Property; however, the liability of Assignor hereunder shall be limited to the actual damages caused by such material breach;
- (b) all rents, revenues, issues, and profits from the Mortgaged Property received during the period of any default under this Assignment or after acceleration of the indebtedness and other sums owing under the Note and the Deed of Trust and not applied to payment of the Note or other sums due under the Loan Documents or to the payment of the normal operating expenses of the Mortgaged Property;

- (c) all rents from the Mortgaged Property collected more than one (1) month in advance which are not earned at the time of the occurrence of any event of default under this Assignment and which are not applied to the payment of the Note or other sums due under the Loan Documents or to the payment of normal operating expenses of the Mortgaged Property;
- (d) all insurance proceeds and condemnation awards in respect of the Mortgaged Property which are not applied in accordance with the provisions of the Deed of Trust;
- (e) any and all of Assignee's costs, losses, expenses, damages, or liabilities, including, without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence on, under or about the Mortgaged Property during Assignor's ownership thereof of any materials, waste, or substances defined or classified as hazardous or toxic under federal, state, or local laws or regulations;
- (f) all loss, damage, cost, and expense, including, without limitation, reasonable attorneys' fees, suffered by Assignee as a result of any violation of the use restrictions and/or exclusivity restrictions in the WILLOW CREEK SYSTEMS, INC. lease.

XV. SPECIAL PROVISION:

If the present or any future Lessee(s) or Tenant(s) shall fail to pay to Assignee any installment of rent on the date the same is due, Assignee shall furnish Assignor with written notice thereof. Without incurring any late charge, default interest charge or charges, cost or premium, Assignor shall have not less than fifteen (15) days following Assignor's receipt of said notice to collect said rental from the Lessee(s) or Tenant(s) and to remit same to Assignee or to cause the Lessee(s) or Tenant(s) to make payment thereof to Assignee pursuant to the terms hereof. If the rental payment is not paid to Assignee upon the expiration of said fifteen (15) day period, or if the monthly installment under the Note is not paid by Assignor to Assignee upon the expiration of said fifteen (15) day period, Assignee may thereupon, without any further delay, impose the late charge or the penalty interest as provided in the Note, and Assignee shall give Assignor notice thereof and such notice shall be deemed equivalent to the initial notice of default by Assignor under the Deed of Trust with respect to the non-payment of the monthly installment of principal and interest payable by Assignor thereunder. In such event, Assignor, as mortgagor under the Deed of Trust, shall be furnished with such

further notices and cure periods as may be provided under the Deed of Trust with respect to such default.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day and year first above written.

STEVSIM, INC.,  
a Delaware corporation

By: *Rafi Weiss*  
Rafi Weiss, President

Attest:

\_\_\_\_\_  
Name:  
Assistant Secretary

ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF Kings

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§  
§

Dec 16 1997, 1997

Personally appeared before me the above-named Rafi Weiss, who being by me duly sworn, did say that he is President of STEVSIM, INC., a Delaware corporation, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed of said corporation.

*Isak D. Maryl*  
Notary Public  
My commission expires: April 4, 1998

ISAK D. MARYL  
Notary Public, State of New York  
No. 24 - 4920294  
Qualified in Kings County  
Commission Expires April 4, 1998

BK7835P62587

EXHIBIT "A" TO  
INSTRUMENT DATED DECEMBER 16, 1997  
EXECUTED BY  
STEVESIM, INC.,  
a Delaware corporation  
IN FAVOR OF  
CONSECO MORTGAGE CAPITAL, INC.,  
a Delaware corporation

LEGAL DESCRIPTION

Situated in Salt Lake County, State of Utah, to-wit:

PARCEL 1:

BEGINNING on the South right-of-way line of North Temple Street at a point North 89°12'01" East 504.03 feet, more or less, and North 700.45 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said Section corner being an unmarked County Survey Monument located at the South right-of-way line of the Salt Lake Garfield and Western Railroad, said beginning point is also South 0°04'57" West 34.69 feet and North 89°12'01" East 504.03 feet, more or less, and North 700.45 feet, more or less, from an unmarked County Survey Monument which is South 89°57'27" West 2639.8 feet from the North Quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian as shown on the Area Reference Plat on file in the Salt Lake County Surveyor's Office, and said point of beginning being also North 89°58'38" East 501.33 feet and South 66.60 feet from a Salt Lake City Survey Monument, said Monument being South 89°58'38" West 2577.29 feet from a Salt Lake City Monument at the intersection of North Temple Street and Redwood Road to the North, said point of beginning having also been described as being East 504 feet and North 704 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 210.00 feet; thence South 89°58'38" West 0.20 feet to a fence line; thence South 0°14'09" West along said fence line 121.51 feet; thence South 89°58'38" West 161.82 feet; thence North 331.51 feet to the South right-of-way line of said North Temple Street; thence North 89°58'38" East along said South line, 162.52 feet to the point of BEGINNING.

PARCEL 2:

A perpetual, non-exclusive easement for ingress and egress, appurtenant to PARCEL 1, created by that certain Easement And Maintenance Agreement recorded December 19, 1997 as Entry No. 6819547 of the Official Records of the Salt Lake County Recorder, over the following described tract of land, to-wit:

BEGINNING on the South line of North Temple Street at a point 323.33 feet North 89°58'38" East and South 66.60 feet from a Salt Lake City Survey

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Monument, said monument being South 89°58'38" West 2577.29 feet from a Salt Lake City Monument at the intersection of North Temple Street and Redwood Road to the North, said point of beginning being also East 326 feet and North 704 feet, more or less, from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 360 feet, more or less; thence South 19°28'15" East 6.06 feet to the Southeast corner of the land conveyed to ROBERT H. BREINHOLT and JANE T. BREINHOLT in that certain Special Warranty Deed recorded April 16, 1993 as Entry No. 5479167 in Book 6640 at Page 2658 of the Official Records of the Salt Lake County Recorder; thence East 28 feet; thence North 19°28'15" West 6.06 feet; thence North 360 feet, more or less, to the South line of North Temple Street; thence West 28 feet to the point of BEGINNING.

**PARCEL 3:**

A perpetual, non-exclusive easement for ingress and egress, appurtenant to PARCEL 1, created by that certain Easement And Maintenance Agreement recorded December 19, 1997 as Entry No. 0819547 of the Official Records of the Salt Lake County Recorder, over the following described tract of land, to-wit:

BEGINNING at a point North 89°58'38" East 351.33 feet and South 383.91 feet from a Salt Lake City Survey Monument, said monument being South 89°58'38" West 2577.29 feet from a Salt Lake City Monument at the intersection of North Temple Street and Redwood Road to the North, said point of beginning being also East 354 feet and North 704 feet, more or less, and South 317.51 feet from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°58'38" East 149.36 feet to a fence line; thence South 0°14'09" West along said fence line 28.00 feet; thence South 89°58'38" West 149.25 feet; thence North 28.00 feet to the point of BEGINNING.

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EXHIBIT "B"  
TO ASSIGNMENT OF LEASES  
DATED DECEMBER 16, 1997  
EXECUTED BY  
STEVSIM, INC.,  
a Delaware corporation  
IN FAVOR OF  
CONSECO MORTGAGE CAPITAL, INC.,  
a Delaware corporation

Lease Agreement dated December 19th, 1997 between STEVSIM, INC., as Landlord, and WILLOW CREEK SYSTEMS, INC., as Tenant, together with any and all modifications and amendments to said lease thereto.