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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: A GARAY DEPUTY - WI

WHEN RECORDED, RETURN TO:

Zions First National Bank  
Real Estate Loan Department  
One South Main Street, Suite 1450  
Salt Lake City, Utah 84111  
Attn: Real Estate Division Manager

ATC-D 228655

GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT

The Ground Lease Estoppel Certificate and Consent (the "Certificate") is made and executed by AREVKAP, LLC, a Utah limited liability company ("Ground Lessor"), and PIONEER PARTNERS, L.C., a Utah limited liability company ("Lessee") to and for the benefit of ZIONS FIRST NATIONAL BANK, a national banking association ("Lender").

RECITALS

A. Ground Lessor and Lessee entered into a Ground Lease dated October 11, 1996 (the "Ground Lease") whereby the Ground Lessor agreed to lease to Lessee the real property defined in the Ground Lease as the "Premises", which is located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the Promissory Note dated the Closing Date in which Lessee and TTJ Partnership, a Utah general partnership (collectively "Borrower") appears as "Borrower" and Lender appears as "Lender" and which is in the original principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (the "Note"), and pursuant to the Construction Loan Agreement dated the Closing Date wherein Borrower appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender has loaned the proceeds of the Note to Borrower in connection with the development of the Property (the "Loan").

C. In connection with the Loan, Lessee has agreed to grant to Lender a lien on its leasehold interest in the Property, and to assign to Lender Lessee's interest as tenant in the Ground Lease.

D. As a condition to making the Loan, Lender is requiring and Ground Lessor has agreed to make certain representations and warranties concerning the Ground Lease and to consent to the other transactions described in this Certificate.

ESTOPPEL CERTIFICATE AND CONSENTS

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Ground Lessor agrees as follows:

1. Estoppel Certificate. Ground Lessor hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications, representations, warranties and agreements of the Ground Lessor in consideration for Lender making the Loan to Lessee and hereby makes all of the following representations, warranties, and agreements:

a. The Ground Lease is in full force and effect and is the valid and binding obligation of the Ground Lessor and Lessee, enforceable in accordance with its terms.

b. All requirements for the commencement and validity of the Ground Lease have been satisfied.

c. Neither Ground Lessor nor Lessee, to the best of Ground Lessor's current, actual knowledge, is in default under the Ground Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by the Ground Lessor or Lessee under the Ground Lease.

d. To the best of Ground Lessor's current, actual knowledge, there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Ground Lease and no claim by Lessee of any nature exists against Ground Lessor under the Ground Lease. All obligations of Ground Lessor have been fully performed under the Ground Lease.

e. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance.

f. Lessee has no right or option contained in the Ground Lease or in any other document to purchase all or any portion of the Property.

g. The Ground Lease has not been modified, terminated, or amended, by "side letter" or otherwise. Any modification, termination, or amendment of the Ground Lease without the prior written consent of Lender shall be void as to Lender.

h. The Ground Lessor has not mortgaged, pledged, encumbered, or otherwise transferred the Property or its interest in the Property, except to Lender as collateral for a construction loan made by Lender to Borrower in the original principal amount of \$6,500,000.00.

2. Notice and Opportunity to Cure. Ground Lessor, on giving Lessee any notice of default pursuant to the terms of the Ground Lease, shall also give a copy of such notice to Lender at the last address which Ground Lessor has been given by Lender. Lender's address as of the date of the execution of this Certificate is set forth in this Certificate. Lender, its successor or assign, may, within the period given to Lessee in the Ground Lease, and for an additional thirty (30) days after the expiration of the period given to Lessee in the Ground Lease, remedy such default or cause such default to be remedied, and Ground Lessor shall accept such performance by or at the instance of Lender, its successor or assign, as if such performance had been made by Lessee. Ground Lessor shall accept performance by Lender, its successor or assigns, or any purchaser at a foreclosure sale, of any term, covenant, condition, or agreement to be performed by Lessee under the Ground Lease with the same force and effect as though performed by Lessee, specifically including, but without limitation, any payment of rent under the Ground Lease.

3. Non-Disturbance. Ground Lessor agrees not to disturb the possession of the Property by Lessee and to cause all lienholders of the Property to agree, in a form acceptable to Lender, not to disturb the possession of Lessee, Lender, its successors and assigns, and any purchaser at a foreclosure sale, under the Ground Lease. Ground Lessor agrees to perform and be bound by all of the obligations imposed on Ground Lessor by the Ground Lease for the balance of the term of the Ground Lease, and any extension or renewals of the Ground Lease, as long as no event of default has occurred under the Ground Lease which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Ground Lease, as would entitle Ground Lessor under the Ground Lease to terminate the Ground Lease, or would cause, without any further action of Ground Lessor the termination of the Ground Lease or would entitle Ground Lessor to dispossess Lessee under the Ground Lease.

Ground Lessor agrees that it will not grant any liens on or otherwise grant any rights in the Property, unless such party to which the lien or interest is granted first grants to Lender notice, a right to cure, and a non-disturbance covenant, similar to the covenant set forth in this paragraph no. 3 of this Certificate, acceptable to Lender.

4. No Liability of Lender. Nothing in this Certificate or any other agreement is intended to constitute an agreement by Lender to perform any obligation of the Lessee under the Ground Lease.

5. Right to Sublease and Mortgage. Notwithstanding anything to the contrary in the Ground Lease, upon the transfer of a leasehold interest to the Property to Lender pursuant to a foreclosure sale or deed in lieu of foreclosure, Ground Lessor

agrees that Lender, its successor or assign, or any purchaser at a foreclosure sale, may sublease the Property or assign all of its or Lessee's rights in the Ground Lease without the consent of Ground Lessor. In addition, Lender, its successor or assign, or any purchaser at a foreclosure sale, may mortgage, lien, encumber, or otherwise transfer the Ground Lease.

6. Insurance Proceeds and Condemnation Awards. Notwithstanding anything to the contrary in the Ground Lease, at any time any amount is owing to Lender under the Promissory Note executed in connection with the Loan, and all other documents executed in connection with the Loan (the "Loan Documents"), all proceeds from fire or extended coverage insurance or other insurance against casualty paid in connection with the Property, and all other improvements on the Property, and the leasehold interest in the Property shall be paid to Lender and applied in accordance with the terms of the Loan Documents; provided, however, the amount paid to Lender shall not exceed the amount owing to Lender under the Loan Documents.

7. Future Estoppel Certificates. Ground Lessor agrees to execute and deliver to Lender, within ten (10) days of request by Lender, estoppel certificates in a form similar to this Certificate regarding such matters as Lender requests. Ground Lessor shall not be obligated to deliver an estoppel certificate more often than one (1) time per calendar year, unless Lender determines, in its reasonable discretion, that an estoppel certificate is required more often.

8. No Merger. If any lien granted on the Property or assignment of any lease of the Property made to Lender and the fee title to the Property shall at any time become vested in one owner, the lien created under any trust deed granted or assignment made to Lender shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by Ground Lessor or Lessee, shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Lender, its successor or assign, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Lender, its successor or assign, or any such purchaser shall constitute a termination of any lease or sublease unless Lender, its successor or assign, or such purchaser shall give written notice of such termination to such tenant or subtenant.

9. Consents. Notwithstanding anything to the contrary in the Ground Lease, Ground Lessor hereby consents to the following transactions, and documents entered into in connection with the

following transactions, and to the exercise by Lender, or its successor or assign, or any purchaser at a foreclosure sale, of all rights and remedies available under the following documents, at law, in equity, or by statute; provided, however, all of the interests assigned as collateral are subject to the Ground Lease:

a. The lien on the Property created pursuant to the Trust Deed dated the Closing Date and executed by Lessee as trustor to and for the benefit of Lender as trustee and beneficiary, together with all other documents executed in connection with the Loan.

b. The collateral assignment of Lessee's interest as lessee in the Ground Lease to Lender pursuant to the Assignment of Ground Lease dated the Closing Date and entered into between Lessee and Lender.

c. The collateral assignment of Lessee's interest as lessor in the Lease to Lender, as such term is defined in the Assignment of Leases dated the Loan Closing Date and entered into between Lessee and Lender.

Lessee acknowledges and consents to the agreements, terms, and conditions set forth in this Certificate.

10. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Lender: ZIONS FIRST NATIONAL BANK  
Real Estate Loan Department  
One South Main Street, Suite 1450  
Salt Lake City, Utah 84111  
Attn: Real Estate Division Manager

With copies to: CALLISTER NEBEKER & McCULLOUGH  
Gateway Tower East, Suite 900  
10 East South Temple  
Salt Lake City, Utah 84133  
Attn: John B. Lindsay

Ground Lessor: AREVKAP, LLC  
P.O. Box 71236  
Salt Lake City, Utah 84171

With copies to: AREVKAP, LLC  
1906 Jeremy Drive  
Salt Lake City, Utah 84121

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

11. Attorneys' Fees. Upon the occurrence of a default under this Certificate, Lender may employ an attorney or attorneys to protect Lender's rights under this Certificate, and Ground Lessor shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Lessee by reason of such breach. Ground Lessor shall also pay to Lender any attorneys fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Ground Lessor.

12. Governing Law. This Certificate shall be governed by and construed in accordance with the laws of the State of Utah.

13. Successors and Assigns. This Certificate shall be binding upon any successors or assigns of Ground Lessor and Lessee, and shall inure to the benefit of Lender and its successors and assigns.

14. Defined Terms. Unless otherwise defined in this Certificate, capitalized terms used in this Certificate shall have the meanings set forth in the Loan Agreement.

Dated: December \_\_\_\_\_, 1998.

GROUND LESSOR

AREVKAP, LLC,  
a Utah limited liability company

By: Karen P. Dobney  
Karen P. Dobney, Member

By: \_\_\_\_\_  
George M. Petersen, Member

By: Louisa Petersen  
~~Louisa~~ Petersen, Member

By: Leslie M. Petersen  
Leslie M. Petersen, Member

11. Attorneys' Fees. Upon the occurrence of a default under this Certificate, Lender may employ an attorney or attorneys to protect Lender's rights under this Certificate, and Ground Lessor shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Lessee by reason of such breach. Ground Lessor shall also pay to Lender any attorneys fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Ground Lessor.

12. Governing Law. This Certificate shall be governed by and construed in accordance with the laws of the State of Utah.

13. Successors and Assigns. This Certificate shall be binding upon any successors or assigns of Ground Lessor and Lessee, and shall inure to the benefit of Lender and its successors and assigns.

14. Defined Terms. Unless otherwise defined in this Certificate, capitalized terms used in this Certificate shall have the meanings set forth in the Loan Agreement.

Dated: December 21<sup>st</sup>, 1998.

GROUND LESSOR

AREVKAP, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Karen P. Dobney, Member

By:   
George M. Petersen, Member

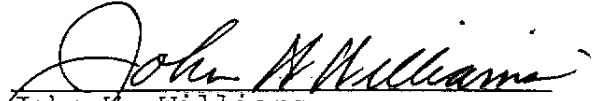
By: \_\_\_\_\_  
Louis Petersen, Member

By: \_\_\_\_\_  
Leslie M. Petersen, Member

LESSEE

PIONEER PARTNERS, L.C.,  
a Utah limited liability company

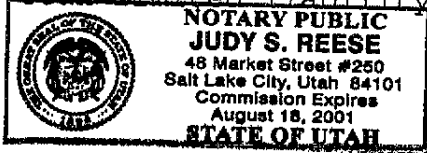
By:

  
John W. Williams,  
Manager



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

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 1998, by Karen P. Dobney, Member of AREVKAP, LLC, a Utah limited liability company.



Judy S. Reese  
NOTARY PUBLIC

My Commission Expires:  
8/18/2001

Residing At:  
SALT LAKE CITY

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1998, by George M. Petersen, Member of AREVKAP, LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Residing At:  
\_\_\_\_\_

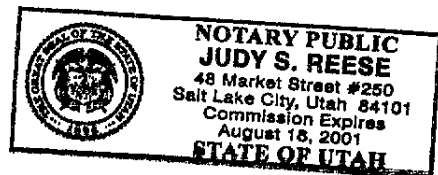
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1998, by ~~George~~ <sup>Louis</sup> Petersen, Member of AREVKAP, LLC, a Utah limited liability company.

Judy S. Reese  
NOTARY PUBLIC

My Commission Expires:  
8/18/2001

Residing At:  
SALT LAKE CITY



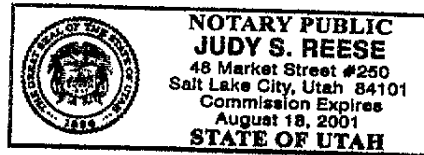
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of December, 1998, by Leslie M. Petersen, Member of AREVKAP, LLC, a Utah limited liability company.

Judy S Reese  
NOTARY PUBLIC

My Commission Expires:  
8/18/2001

Residing At:  
SALT LAKE CITY



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

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of December, 1998, by John W. Williams, Manager of PIONEER PARTNERS, L.C., a Utah limited liability company.

Judy S Reese  
NOTARY PUBLIC

My Commission Expires:  
8/18/2001

Residing At:  
SALT LAKE CITY

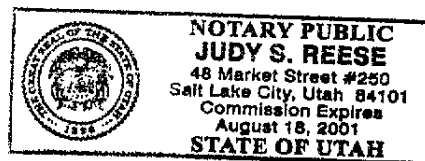


EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 4:

COMMENCING at the Southeast corner of Lot 8, Block 62, Plat "A", Salt Lake City Survey; North 65 feet; thence West 10 rods; thence South 65 feet; thence East 10 rods to place of BEGINNING.