

After recording, return to:
GE Commercial Finance Business
Property Corporation
Middle Market Risk
10900 N.E. 4th Street, Suite 500
Bellevue, Washington 98004
Loan Number: 6321275-001

Borrower: James R. Motika and Susan K. Motika, Trustees of the Motika Family Trust
Borrower's Entity: N/A
State of Organization of Borrower: N/A
Organizational I.D. of Borrower: N/A

**COMMERCIAL TRUST DEED, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING**

THIS TRUST DEED (herein "Instrument") is made as of December 29, 2005, among the Grantor, **JAMES R. MOTIKA AND SUSAN K. MOTIKA, TRUSTEES OF THE MOTIKA FAMILY TRUST**, whose address is 1416 19TH ST., MANHATTAN BEACH, CA 90266 (herein "Borrower"), in favor of **FIRST AMERICAN TITLE INSURANCE AGENCY, LLC**, whose address is c/o 251 West Riverpark Drive, Suite 150, Provo, Utah, 84604 (herein "Trustee"), for the benefit of the Beneficiary, **GE COMMERCIAL FINANCE BUSINESS PROPERTY CORPORATION**, a Delaware corporation, whose address is Middle Market Risk, 10900 N.E. 4th Street, Suite 500, Bellevue, Washington, 98004 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, all of Borrower's estate, right, title and interest, now owned or hereafter acquired, including any reversion or remainder interest, in the real property located in Utah County, Utah described on Exhibit A attached hereto and incorporated herein including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (collectively "Premises");

TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in:

a. all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements");

b. all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or

transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

c. all the right, title and interest of Borrower in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Borrower may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

d. all contracts, rights, general intangibles, permits, licenses, certificates, claims or causes of action pertaining to or affecting the Premises or the Improvements; and

e. all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises and any inventory held for resale on the Premises and not used in the operations of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property."

TO SECURE TO Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith in the principal sum of ONE MILLION ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$1,120,000.00), with interest thereon as set forth in the note, and all renewals, extensions and modifications thereof (herein the "Note"), and with a final maturity date of January 1, 2021 (the "Maturity Date"); (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument or to fulfill any of Borrower's obligations hereunder or under the other Loan Documents (as defined below); (c) the performance of the covenants and agreements of Borrower contained herein or in the other Loan Documents; and (d) the repayment of all sums now or hereafter owing to Lender by Borrower. The indebtedness and obligations described in clauses (a)-(d) above are collectively referred to herein as the "Indebtedness." The Note, this Instrument, and all other documents evidencing, securing or guarantying the Indebtedness (except any Certificate and Indemnity Agreement Regarding Hazardous Substances), as the same may be modified or amended from time to time, are referred to herein as the "Loan Documents."

Borrower covenants and agrees to warrant and forever defend unto Trustee the title to the Property against all claims and demands.

Borrower represents, warrants, covenants and agrees for the benefit of Lender as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the Indebtedness, any prepayment fee and other charges provided in the Loan Documents and all other sums secured by this Instrument.

2. PAYMENT OF TAXES AND OTHER CHARGES. Borrower hereby covenants and agrees to pay prior to delinquency all real estate and other taxes, insurance premiums, assessments and other charges (collectively, "Impositions") payable with respect to the Property from time to time, and to provide Lender with proof of the payment of the Impositions concurrently with each payment thereof by Borrower. After the occurrence of an Event of Default (as defined below) and at Lender's sole option at any time thereafter, Borrower shall pay to Lender, on a monthly basis, and in addition to the monthly payments due on the Note, one-twelfth (1/12th) of the Impositions payable with respect to the Property for each year. Such funds shall be held by Lender without liability for the payment of interest and applied by Lender to the payment of the Impositions from time to time.

3. CHARGES, LIENS. Without Lender's prior written consent, Borrower shall not allow any lien other than this Instrument to be filed or perfected against the Property. If any lien other than this Instrument is filed or perfected against the Property without Lender's prior written consent, Borrower shall, within thirty (30) days after receiving notice of the filing of such lien, cause such lien to be released of record and deliver evidence of such release to Lender.

4. INSURANCE. Borrower shall obtain and maintain at Borrower's sole cost and expense the insurance policies with respect to the Property which are described on Exhibit B attached hereto. Certificates of all insurance required to be maintained hereunder shall be delivered to Lender, along with evidence of payment in full of all premiums required thereunder, contemporaneously with Borrower's execution of this Instrument. All such certificates shall be in form acceptable to Lender and shall require the insurance company to give to Lender at least thirty (30) days' prior written notice before canceling the policy for any reason or materially amending it. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to Lender, along with evidence of the payment in full of all premiums required thereunder, at least fifteen (15) days before termination of the policies being renewed or substituted. If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) shall result in damage to or destruction of the Property (such event being called a "Loss"), Borrower will give prompt written notice thereof to Lender. All insurance proceeds paid or payable in connection with any Loss shall be paid to Lender and applied by Lender (at the sole option of Lender) either to (a) the payment of the Indebtedness in such order as Lender may elect or (b) the repair or restoration of the Property; provided, however, that (i) if no Event of Default has occurred and is continuing hereunder, (ii) the available insurance proceeds, plus any additional funds deposited by Borrower with Lender for such purpose, are sufficient to pay in full the cost of repairing the damage to the Property, and (iii) Borrower provides satisfactory evidence to Lender that none of the tenants of the Property will terminate their lease agreements as a result of either the Loss or the repairs to or replacement of the Property, Lender shall make the net insurance proceeds received by Lender as a result of such Loss available to Borrower to pay the cost of repairing the Property pursuant to Lender's standard construction loan funding procedures.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available

to cover in whole or in part the costs of such restoration or repair, (c) shall keep the Property, including all improvements, fixtures, equipment, machinery and appliances thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, and (d) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

6. INSPECTION. Lender may make or cause to be made reasonable entries upon the Property to inspect the interior and exterior thereof.

7. FINANCIAL DATA. Borrower will furnish to Lender, and will cause each guarantor of the Indebtedness to furnish to Lender on request, within one hundred twenty (120) days after the close of each calendar year, (i) balance sheet and profit and loss statements for the immediately preceding calendar year prepared in accordance with generally accepted accounting principles and practices consistently applied and, if Lender so requires, accompanied by the annual audit report of an independent certified public accountant reasonably acceptable to Lender, (ii) an operating statement for the immediately preceding calendar year together with a complete rent roll and other supporting data reflecting all material information with respect to the operation of the Property and Improvements during the period covered thereby, and (iii) all other financial information and reports that Lender may from time to time reasonably request, including, if Lender so requires, income tax returns of Borrower and any guarantor of the Indebtedness, and financial statements of any tenant of the Property designated by Lender.

8. CONDEMNATION. If the Property, or any part thereof, shall be condemned for any reason, including without limitation fire or earthquake damage, or otherwise taken for public or quasi-public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking of, or injury to, the Property shall be paid to Lender and applied by Lender (at the sole option of Lender) either to (a) the payment of the Indebtedness in such order as Lender may elect or (b) the repair or restoration of the Property; provided, however, that (i) if no Event of Default has occurred and is continuing hereunder, (ii) available condemnation proceeds, plus any additional funds deposited by Borrower with Lender for such purpose, are sufficient to pay in full the cost of repairing the damage to the Property, and (iii) Borrower provides satisfactory evidence to Lender that none of the tenants of the Property will terminate their lease agreements as a result of either the condemnation or the repairs to or replacement of the Property, Lender shall make the net condemnation proceeds received by Lender as a result of such condemnation available to Borrower to pay the cost of repairing the Property pursuant to Lender's standard construction loan funding procedures.

9. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Instrument is intended to be a security and a fixture filing agreement pursuant to the Uniform Commercial Code for any and all of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants and conveys to Lender a first and prior security interest in all of the Property that constitutes personalty, whether now owned or hereafter acquired. Borrower is the debtor and Lender is the secured party. The respective addresses of Borrower and of Lender are as provided on page 1 of this Instrument. Borrower hereby authorizes Lender to file this Instrument, or a reproduction thereof, and any other financing statements describing the Property which are deemed necessary by Lender, in the real estate records and other appropriate

indexes as determined by Lender, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any additional financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to the foregoing items.

10. LEASES OF THE PROPERTY. Borrower shall comply with and observe Borrower's obligations as landlord under all Leases of the Property or any part thereof. Borrower shall not enter into any lease agreement covering any portion of the Property without the prior written consent of Lender. In addition, Borrower shall not without the prior written consent of Lender, (a) amend or terminate any of the Leases, (b) permit or consent to the assignment by any tenant of any of its rights under the Leases, or (c) permit or consent to any leasehold deed of trust or mortgage.

11. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION.

(a) Lender may, at its option, declare all sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by Section 15 of this Instrument, if either (a) title to the Property is transferred or encumbered or (b) any interest in Borrower is transferred or encumbered, without in each case the prior written consent of Lender, which consent shall be at Lender's sole discretion. Lender shall have the right to condition its consent to any proposed sale or transfer described in this Section 11 upon, among other things, Lender's approval of the transferee's creditworthiness and management ability, and the transferee's execution, prior to the sale or transfer, of a written assumption agreement containing such terms as Lender may require, including, if required by Lender, the imposition of an assumption fee of one percent (1%) of the then outstanding balance of the Indebtedness. Consent by Lender to one transfer of the Property shall not constitute consent to subsequent transfers or waiver of the provisions of this Section 11. No transfer by Borrower shall relieve Borrower of liability for payment of the Indebtedness unless Lender shall otherwise agree in writing, at the time of transfer. Nothing herein shall prevent the transfer of interests in Borrower by devise or descent. The transfer to and assumption by an approved transferee of the Borrower's obligations under the Loan shall not constitute a "prepayment" of the Loan requiring payment of a "Prepayment Fee" (as defined in the Note). In addition, and notwithstanding the foregoing, additional, but subordinate deeds of trust may be granted to Lender and, subject to the prior written consent of Lender, which consent may be given or withheld in the sole discretion of Lender, may be granted to entities owned by or under common control with Lender.

(b) Notwithstanding the foregoing, Lender agrees to permit a one-time transfer of the Property to an entity or trust which is beneficially owned by the current owners of Borrower as long as there is no change in the management or control of Borrower. In addition, Lender agrees to allow transfers of ownership interests in Borrower to parents, spouses or lineal descendants of the current owners of Borrower, or

to trusts for the benefit of such persons, as long as such transfers are for bona fide estate planning or tax planning purposes and there is no change in the management or control of Borrower. Borrower shall pay all costs and expenses incurred by Lender in connection with any transfer described in this paragraph including, without limitation, all recording charges and taxes, title insurance premiums, attorneys' fees and expenses and other third party costs. In addition, Borrower shall pay a \$2,500.00 transfer fee for each transfer described in this paragraph. Any transferee of the Property shall be required to execute and deliver to Lender a loan assumption agreement and such other documents as may be reasonably required by Lender to evidence the assumption by such transferee of the obligations of Borrower under the Loan Documents.

12. NOTICES. Except for any notice required under applicable law to be given in another manner, any and all notices, elections, demands, or requests permitted or required to be made under this Instrument or under the Note shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, by telegram, or sent by certified or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) days after the date of mailing by certified mail, (iii) one (1) day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

13. ASSIGNMENT OF LEASES AND RENTS. Borrower does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of Borrower in, to and under the Leases of the Property, whether now in existence or hereafter entered into, and all guaranties, amendments, extensions and renewals of said Leases and any of them, and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property. This assignment is absolute, is effective immediately, and is irrevocable by Borrower so long as the Indebtedness remains outstanding. Notwithstanding the foregoing, until a Notice is sent to Borrower in writing that an Event of Default has occurred (which notice is hereafter called a "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Property. After the occurrence of an Event of Default hereunder, Lender may, at its option, after service of a Notice, receive and collect all such rents, income and profits from the Property as they become due. Lender shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings.

14. DEFAULT. The following shall each constitute an event of default ("Event of Default"):

- (a) Failure of Borrower to make any payment of principal, interest, or any Prepayment Fee due under the Note when due, and such failure shall continue for a period of ten (10) days after written notice is given to Borrower by Lender specifying

such failure (provided that no notice shall be given of any failure by Borrower to pay all amounts which become due hereunder on the Maturity Date); or

(b) Failure of Borrower within the time required by this Instrument to make any payment for taxes, insurance or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien, and such failure shall continue for a period of ten (10) days after written notice is given to Borrower by Lender specifying such failure; or

(c) Filing by Borrower of a voluntary petition in bankruptcy or filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the seeking, consenting to, or acquiescing by Borrower in the appointment of any trustee, receiver, custodian, conservator or liquidator for Borrower, any part of the Property, or any of the income or rents of the Property; or

(d) Filing of a petition against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debts, or the appointment of any trustee, receiver, custodian, conservator or liquidator of Borrower, of any part of the Property or of any of the income or rents of the Property, unless such petition shall be dismissed within sixty (60) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(e) The institution of any proceeding for the dissolution or termination of Borrower voluntarily, involuntarily, or by operation of law, or the death of Borrower; or

(f) A material adverse change occurs in the assets, liabilities or net worth of Borrower or any of the guarantors of the indebtedness evidenced by the Note from the assets, liabilities or net worth of Borrower or any of the guarantors of the indebtedness evidenced by the Note previously disclosed to Lender; or

(g) Any warranty, representation or statement furnished to Lender by or on behalf of Borrower under the Note, this Instrument, any of the other Loan Documents or the Certificate and Indemnity Agreement Regarding Hazardous Substances, shall prove to have been false or misleading in any material respect; or

(h) Failure of Borrower to observe or perform any other obligation under this Instrument, any other Loan Document or the Certificate and Indemnity Agreement Regarding Hazardous Substances when such observance or performance is due, and such failure shall continue for thirty (30) days after Lender delivers written notice thereof to Borrower; or

(i) The occurrence of any default under any of the documents evidencing or securing any other indebtedness of Borrower or any of the guarantors of the Indebtedness which is now or hereafter owed to Lender; or

(j) The termination before the end of the stated term of any Leases covering the Property.

15. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

(a) Lender may declare the entire Indebtedness, including the then unpaid principal balance on the Note, the accrued but unpaid interest thereon, court costs and attorney's fees hereunder immediately due and payable, without notice, presentment, protest, demand or action of any nature whatsoever (each of which hereby is expressly waived by Borrower), whereupon the same shall become immediately due and payable. Additionally, Lender shall not be required to make any further advances on the Note or other Loan Documents upon the occurrence of an Event of Default or an event which, with the giving of notice or passing of time, would constitute an Event of Default.

(b) Lender may, at Lender's option, perform on behalf of Borrower the covenants and obligations which Borrower has failed to perform in accordance with the terms of this Instrument and the Loan Documents and make such appearances, disburse such sums and take such actions as Lender deems necessary, in its sole discretion, to protect Lender's interests under this Instrument and under the Loan Documents. Any amounts disbursed by Lender pursuant to this Section 15(b) shall bear interest at the post-maturity rate provided in the Note, shall become additional Indebtedness secured by this Instrument, and shall be payable by Borrower to Lender upon demand.

(c) Lender may, by and through Trustee, or otherwise, sell or offer for sale the Property in such portions, order and parcels as Lender may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction in accordance with the requirements of the applicable sections of the Utah Code Annotated, including, without limitation, Title 57, Chapter 1.

(d) Lender may exercise the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code, as adopted by the State of Utah.

(e) Lender may exercise any other rights or remedies provided by the applicable laws of the State of Utah.

(f) Borrower and any guarantor of the Indebtedness shall be liable for any deficiency remaining in the Indebtedness subsequent to any sale described in this Section 15, subject to the terms and limitations, if any, set forth in the Note.

16. SUBSTITUTE TRUSTEE. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever. Trustee shall not be personally liable in case of entry by it or anyone acting by virtue of the powers herein granted it upon the Property for debts contracted or liability or damages incurred in the management or operation of the Property. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to

the extent required by law) and Trustee shall be under no liability for interest on any monies received by it hereunder.

Trustee may resign by giving of notice of such resignation in writing to Lender. If Trustee shall die, resign or become disqualified from acting, or shall fail or refuse to exercise its powers hereunder when requested by Lender so to do, or if for any reason and without cause Lender shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Lender shall have full power to appoint a substitute trustee and, if preferred, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforementioned Trustee. Upon appointment by Lender, any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with the same effect as if originally named as Trustee herein.

17. ATTORNEYS' FEES. In the event suit or action is instituted to enforce or interpret any of the terms of this Instrument (including without limitation efforts to modify or vacate any automatic stay or injunction), all attorney fees and court costs incurred by Lender shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the post-maturity interest rate as provided in the Note. The term "attorneys' fees" as used in the Loan Documents shall be deemed to mean such fees as are reasonable and are actually incurred.

18. GOVERNING LAW; SEVERABILITY. This Instrument shall be governed by the law of the State of Utah applicable to contracts made and to be performed therein (excluding choice-of-law principles). In the event that any provision or clause of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Instrument and the Note are declared to be severable.

19. TIME OF ESSENCE. Time is of the essence of this Instrument and of all of the obligations of Borrower under the Loan Documents.

20. COSTS. Borrower hereby agrees to pay, within ten (10) days after any demand by Lender, all costs and expenses incurred by Lender in connection with the transaction evidenced by this Instrument and in connection with the enforcement of the rights and remedies of Lender under this Instrument and under the Loan Documents, including, without limitation, the costs of any title searches, surveys, title insurance premiums, trustee's fees, attorneys' fees and expenses and other costs and expenses incurred by Lender hereunder or under the Loan Documents.


21. WAIVER OF JURY TRIAL. BORROWER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT BORROWER MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE LAWS OF THE STATE OF UTAH, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT, THE LOAN DOCUMENTS OR ANY

TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING.

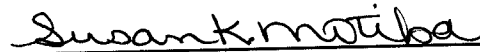
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

BORROWER:



**JAMES R. MOTIKA, TRUSTEE OF THE
MOTIKA FAMILY TRUST**



**SUSAN K. MOTIKA, TRUSTEE OF THE
MOTIKA FAMILY TRUST**

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT "A "

Escrow No. **323-4577661 (haj)**
A.P.N.: **04-078-0013**

LOT 1, CHECKER AUTO PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

EXHIBIT "B"**INSURANCE REQUIREMENTS**

Borrower shall obtain and maintain the following types of insurance upon and relating to the Property:

- (1) "All Risk" property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism) in an amount not less than the full replacement value of the Property (with a deductible not to exceed \$100,000), naming Lender under a lender's loss payee endorsement and including agreed amount, replacement cost and waiver of subrogation endorsements;
- (2) Comprehensive general liability insurance in an amount not less than \$2,000,000.00 insuring against personal injury, death and property damage and naming Lender as additional insured;
- (3) Business interruption insurance covering loss of rental or other income (including all expenses payable by tenants) for up to twelve (12) months; and
- (4) Such other types of insurance or endorsements to existing insurance as may be required from time to time by Lender.

Upon each reasonable request of Lender, Borrower shall increase the coverages under any of the insurance policies required to be maintained hereunder or otherwise modify such policies in accordance with Lender's request. All of the insurance policies required hereunder shall be issued by corporate insurers licensed to do business in the state in which the Property is located and rated A:VIII or better by A.M. Best Company, and shall be in form acceptable to Lender. If and to the extent that the Property is located within an area that has been or is hereafter designated or identified as an area having special flood hazards by the Department of Housing and Urban Development or such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to any national or state program of flood insurance, Borrower shall carry flood insurance with respect to the Property in amounts not less than the maximum limit of coverage then available with respect to the Property or the amount of the Indebtedness, whichever is less.

EXHIBIT "A "

Escrow No. **323-4577661 (haj)**
A.P.N.: **04-078-0013**

LOT 1, CHECKER AUTO PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.