

When Recorded, Mail To:

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Kirton & McConkie
60 E. South Temple St., Suite 1800
Salt Lake City, UT 84111

Tax Parcel No. 09-308-0011
(For Reference Purposes Only)

D-46735

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (the "Deed of Trust") is made this 4th day of October, 2011, by and between Exiom Properties L.L.C., a Utah limited liability company, whose address is 2710 North 350 West #105, Layton, Utah 84041 (hereinafter referred to as "Trustor"); Founders Title Company of Davis, a title insurance company qualified to act as trustee of a trust deed under Utah law, with offices at 748 West Heritage Park Blvd. #202, Layton, Utah 84041 ("Trustee"); and The Baltimore Life Insurance Company, a Maryland corporation with offices at 10075 Red Run Boulevard, Owings Mills, Maryland 21117-4871 ("Beneficiary").

BACKGROUND

Trustor is indebted to Beneficiary in the principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00), with interest thereon, pursuant to a certain Promissory Note of even date herewith (the "Note") made payable to the order of Beneficiary. As additional security for the obligations secured hereby, Trustor has executed and delivered to Beneficiary an Assignment of Rents and Leases assigning all of Trustor's rights as lessor under all leases affecting the Mortgaged Premises now or hereafter in effect (the "Assignment of Leases"); a Collateral Assignment of Agreements Affecting Real Estate (the "Assignment of Agreements"); the Borrower's Certificate (the "Borrower's Certificate"); and other documents given or to be given as security for the indebtedness evidenced by the Note. This Deed of Trust, together with the Note, Assignment of Leases, Assignment of Agreements, Borrower's Certificate, and all other documents executed in connection therewith are sometimes referred to herein collectively as the "Loan Documents" or individually as a "Loan Document".

CONVEYANCE

NOW, THEREFORE, Trustor, in consideration of the indebtedness evidenced by the Loan Documents, hereby GRANTS, TRANSFERS, CONVEYS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the real property located at approximately 2710 and 2720 North 350 West, in the City of Layton, Davis County, State of

Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate");

TOGETHER WITH all of Trustor's right, title and interest now owned or hereafter acquired in all buildings and improvements erected or hereafter erected on the Real Estate, including, without limitation, two masonry office/industrial buildings containing approximately 22,248 square feet of leasable area;

AND TOGETHER WITH all of Trustor's right, title and interest now owned or hereafter acquired, in or to (a) all fixtures, machinery, equipment and other articles of property of every nature whatsoever, whether or not real property, now or at any time hereafter installed in, attached to or situated in or upon, or used, useful, or intended to be used in connection with or in the operation or maintenance of, the Real Estate or the buildings and improvements erected or hereafter erected thereon, or in the operation of any buildings, improvements, plant or business now or hereafter situate thereon, which shall include, but not be limited to, all lighting, heating, ventilating, security, air conditioning, sprinkling and plumbing equipment, fixtures and systems, irrigation, water and power systems and fixtures, engines and machinery, boilers, gas and electric fixtures, radiators, heaters, ranges, furnaces, oil burners or units thereof, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, generators, electrical equipment, storm and screen windows, shutters, doors, decorations, awnings, shades, blinds and signs, and trees, shrubbery and other plantings; (b) all furnishings, furniture, appliances, supplies, tools, accessories and operating inventory now or hereafter located on the Real Estate; (c) all building materials, fixtures, building machinery and building equipment delivered on site to the Real Estate or any portion thereof during the course of, or in connection with the construction of, or reconstruction of, or remodeling of any buildings and improvements, from time to time during the term hereof; (d) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (e) all proceeds from the sale, transfer or other disposition of any of the foregoing, whether voluntary or involuntary, and all proceeds of the conversion of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards;

AND TOGETHER WITH all intangible property rights which relate to the operation of the Real Estate or any of the property described herein including, without limitation, all permits, licenses, approvals, trademarks and all names by which said Real Estate or property is known, and all plans, specifications, architectural drawings, permits, licenses and approvals, engineering, consulting and management contracts, and purchase agreements and deposits relating to the Real Estate;

AND TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging to the Real Estate or any part thereof, hereby conveyed or intended so to be, or in anywise appertaining thereto (including, without limitation, all rents, issues, income and profits arising therefrom or under any lease, tenancy or occupancy agreement of all or any portion thereof; and all security deposits or other sums or deposits under any such lease, tenancy or occupancy agreement); all streets, alleys, passages, ways, watercourses; all water, water rights, water stock, mineral, oil and gas rights, and all other rights, liberties, easements, covenants and privileges of whatsoever kind or character; the reversions and remainders; and all

the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Trustor, in and to all of the foregoing or any or every part thereof, and all of the estate, right, title and interest of Trustor in and to each and every existing and future lease with respect to all or any portion of the Real Estate, including, without limitation, all rents, issues, income and profits arising therefrom. All of the Real Estate, together with the buildings, improvements, fixtures, machinery, equipment, tenements and other property and property interests above-mentioned are collectively referred to herein as the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed, or mentioned and intended so to be, with the appurtenances, unto Trustee, in trust, forever.

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by the Note in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each and every agreement, condition, covenant, provision and stipulation of Trustor contained in the Note, this Deed of Trust, or any of the Loan Documents, in accordance with their respective terms and conditions; (3) the payment of any additional loans or advances which may hereafter be made to Trustor, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

AS INDEPENDENT AND SEPARATE SECURITY for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby (a) grants to Beneficiary a security interest under the Utah Uniform Commercial Code in, among other things, all fixtures, furnishings, furniture, equipment, appliances, machinery, supplies, tools, accessories and operating inventory now or hereafter owned by Trustor and now or hereafter located on the Real Estate, and such other items as are stated and more particularly described in the granting clauses set forth above, (b) assigns to Beneficiary all leases, whether now in existence or hereafter created, together with all rents due and to become due thereunder and deposits and other payments made in respect thereof and, upon the occurrence of an Event of Default as hereinafter provided, confers upon Beneficiary the power to enter upon and take possession of the Mortgaged Premises and to rent the same, either in its own name or in the name of Trustor, and to receive the rents, issues and profits and to apply the same to the payment of interest, principal, taxes, insurance premiums, repairs, alterations, improvements and other expenses in such order of priority as Beneficiary shall determine, but such collection of rents, issues and profits shall not operate as an affirmation of any tenant, lease or sublease in the event that title to all or any part of the Mortgaged Premises should be acquired by Beneficiary or any other purchaser at a foreclosure sale, (c) assigns to Beneficiary all agreements of sale, contract rights, accounts receivable and business records relating to the Mortgaged Premises, together with all deposits and other payments made in respect thereof, and (d) assigns to Beneficiary, as additional collateral security for all amounts secured hereby, all of Trustor's right, title and interest in and to all insurance policies, proceeds of insurance policies and condemnation proceeds applicable to all or any part of the Mortgaged Premises, regardless of who maintains such insurance, including but not limited to Trustor or any tenant of the Mortgaged Premises. Trustor agrees to execute or procure any and all documents Beneficiary may deem necessary from time to time in order to protect Beneficiary's security interest and other interests herein

granted, including but not by way of limitation, security agreements, financing statements and continuation statements in form satisfactory to Beneficiary, and Trustor will pay all costs of filing or recording the same.

ADDITIONAL PROVISIONS

Trustor represents, covenants, warrants and agrees to and with Trustee and Beneficiary, as follows:

1. Title; Power. Trustor has good and valid title to the Mortgaged Premises, to all rents, issues and profits therefrom, and has the right, full power and lawful authority to grant, convey and assign the same to Trustee and Beneficiary in the manner and form set forth herein. The Mortgaged Premises are free and clear of all liens, encumbrances and other charges whatsoever, excepting only those items excepted from the coverage of the ALTA Loan Policy of Title Insurance issued simultaneously herewith by Founders Title Company of Davis to, and approved by, Beneficiary (the "Permitted Exceptions"). Beneficiary and Trustee, their successors and assigns, will quietly enjoy and possess the Mortgaged Premises to the extent provided in this Deed of Trust, and Trustor shall defend as to all of the Mortgaged Premises the title of Beneficiary and Trustee hereby created.

2. Compliance With Laws. Trustor shall duly observe, conform, obey and comply with, or shall cause due observation, conformance, obedience and compliance with, all requirements of any governmental or quasi-governmental authority affecting all or any part of the Mortgaged Premises or the occupancy thereof or the business or operations now or hereafter conducted thereon, and will ensure that the Mortgaged Premises continuously complies with all applicable environmental and other laws, ordinances and regulations, including, without limitation all applicable requirements of the Americans With Disabilities Act (ADA.)

3. Payment and Performance. Trustor shall pay to Beneficiary, in accordance with the terms of the Note and this Deed of Trust, the principal and interest, and all other sums therein and herein set forth, and shall perform and comply with all the agreements, conditions, covenants, provisions and undertakings contained in each of the Note, this Deed of Trust and all of the other Loan Documents.

4. Taxes and Other Charges. Trustor shall pay or cause to be paid when due and payable and before interest or penalties shall accrue thereon, without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied or filed at any time against Trustor, the Mortgaged Premises or any part thereof or against the interest of Beneficiary or Trustee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale. Trustor, if and as requested by Beneficiary, shall produce to Beneficiary, not later than ten (10) days prior to the dates when any of the same shall commence to bear interest or penalties, receipts for the payment thereof. Notwithstanding the foregoing, if Trustor in good faith and by appropriate legal action shall contest the validity or application of any such item or the amount thereof and, at the option of Beneficiary, shall have established on

its books or by deposit of cash with Beneficiary a reserve for the payment thereof in such amount as the Beneficiary may require, and the Beneficiary has consented in writing to such action, then Trustor shall not be required to pay the item or the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, stay any proceedings which may be instituted to enforce payment of such item and prevent a sale of the Mortgaged Premises to pay such item, such contest is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Trustor. Trustor shall not apply for or claim any deduction, by reason of this Deed of Trust, from the taxable value of all or any part of the Mortgaged Premises. It is expressly agreed that no credit shall be claimed or allowed on the interest payable on the Note because of any taxes or other charges paid.

5. Insurance.

5.1 Trustor shall, from and after the date hereof and at all times while this Deed of Trust is in force or the Note remains outstanding, maintain at Trustor's expense insurance in amounts, with deductibles and with companies satisfactory to Beneficiary. Without limiting the generality of the foregoing, Trustor shall maintain the following minimum coverages, and shall not carry separate insurance, concurrent in kind or form, unless otherwise agreed to in writing by Beneficiary:

5.1.1. Fire insurance with extended coverage, vandalism and malicious mischief endorsements, in form and amount satisfactory to Beneficiary. Coverage must be on a replacement cost basis, and if co-insurance is a part of the coverage, the amount of the policy must satisfy the co-insurance requirements regardless of the amount of the Loan. If the improvements on the Mortgaged Premises do not comply with existing zoning requirements, or current building codes or regulations, a law and ordinance endorsement shall be required;

5.1.2. Liability insurance in form and amounts satisfactory to Beneficiary, but in no event less than required by the terms of the leases affecting the Mortgaged Premises;

5.1.3. Rental insurance providing for payment of rent for a period of not less than six months after the date of damage or destruction of the Mortgaged Premises or any part thereof, if the Mortgaged Premises or any part thereof are leased;

5.1.4. Insurance which complies with the workers' compensation and employers' liability laws of all states in which Trustor shall have employees;

5.1.5. During the course of any construction, reconstruction, remodeling or repair of improvements on the Mortgaged Premises, builders' all-risk extended coverage insurance in amounts based upon the replacement value of the improvements (excluding roads, foundations, parking areas, paths, walkways and like improvements), including coverage for loss of contents and endorsed to provide that occupancy by any person shall not void such coverage;

5.1.6. If the Mortgaged Premises is in an area designated by the Secretary of Housing and Urban Development as having special flood hazards, flood insurance on the improvements on the Mortgaged Premises and any and all personal property used or to be used in connection therewith in such amount as Beneficiary may require;

5.1.7. Such other insurance, and in such amounts and forms, and containing such provisions, as may from time to time be required by Beneficiary.

5.1.8. Upon execution hereof, Trustor shall furnish to Beneficiary duplicate copies of such policies of insurance or, if acceptable to Beneficiary, certificates of Trustor's insurance agent certifying to the insurance required and including photocopies of all policies certified by such agent to be true and correct, in each case specifying the expiration date. Not less than thirty (30) days prior to the expiration of any such coverage, Trustor shall deliver to Beneficiary a duplicate policy or certificate evidencing the renewal of such coverage and the payment of all premiums.

5.1.9. Each policy required herein shall name Beneficiary as mortgagee under a standard mortgagee clause satisfactory to Beneficiary, and shall contain a waiver of subrogation of the debt secured hereby under a standard mortgagee clause. All policies and endorsements must be manually signed and shall be issued by and maintained with companies acceptable to Beneficiary and which (a) have an A.M. Best and Company financial rating of A or better and a size class rating of VIII or larger; and (b) are licensed to do business in the State of Utah.

5.1.10. Each insurance policy shall be on a non-reporting form basis and shall contain an endorsement (a) stating that the insurance policy shall not be canceled, altered, changed, amended or modified, nor shall any coverage therein be reduced, deleted, amended, modified, changed or canceled by either party named as insured, or the insurance company issuing the insurance policy without at least thirty (30) days prior written notice having been first received by Beneficiary; (b) stating that any loss otherwise payable thereunder shall be payable to Beneficiary notwithstanding any act or neglect of the insureds and notwithstanding the occupation or use of the Mortgaged Premises for purposes more hazardous than permitted by the terms of such policy, any change in title to or ownership of the Mortgaged Premises, or any provision of the policy relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Mortgaged Premises against the peril involved, whether or not collectible; and (c) excluding Beneficiary from the operation of any coinsurance clause.

5.1.11. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe, in the opinion of Beneficiary, by reason of Trustor's breach of any condition thereof, or by reason of the failure or impairment of the

capital of any company in which the insurance shall be carried, or if for any reason whatsoever the insurance shall be unsatisfactory to Beneficiary, Trustor shall place new insurance on the Mortgaged Premises satisfactory to Beneficiary.

5.1.12. In the event of loss to all or any portion of the Mortgaged Premises, Trustor shall give immediate written and oral notice thereof to Beneficiary, and Beneficiary may make proof of loss if not made promptly by Trustor, provided, however, that any adjustment of proof of loss shall require the prior written consent of Beneficiary. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, to Beneficiary instead of to Trustor and Beneficiary jointly, and Trustor irrevocably appoints Beneficiary as Trustor's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable.

5.1.13. All policies of insurance required hereunder and all renewals thereof are hereby assigned to Beneficiary as additional security for payment of the indebtedness hereby secured and Trustor hereby agrees that, if an Event of Default hereunder shall have occurred and be continuing, any amounts available thereunder upon cancellation or termination of any of such policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to Beneficiary as assignee thereof. If Beneficiary becomes the owner of the Mortgaged Premises, or any part thereof, by foreclosure or otherwise, such policies, including all right, title and interest of Trustor thereunder, shall become the absolute property of Beneficiary.

5.1.14. With respect to the proceeds of any rental insurance carried with respect to the Mortgaged Premises, Beneficiary may retain and apply such proceeds to reduce the indebtedness hereby secured. If Beneficiary receives proceeds of rental insurance in excess of those to be applied for the current month, Beneficiary may retain such additional proceeds in escrow, for the account of Trustor, and so apply such proceeds on a monthly basis. However, any such proceeds not needed to be applied to keep Trustor current and not in default during the reasonably estimated period of time when the revenues from the operation of the Mortgaged Premises will be inadequate to provide Trustor with sufficient funds with which to pay Beneficiary the amounts falling due each month, shall be paid over to Trustor.

5.1.15. In the event of any damage to the Mortgaged Premises, Beneficiary shall have the right to retain and apply the proceeds of any insurance, at its sole election, to reduction of the indebtedness secured hereby, or to require Trustor to restore or repair the damaged portion of the Mortgaged Premises. If Beneficiary elects to allow use of insurance proceeds to restore or repair damages, Beneficiary shall hold such proceeds in escrow until the required restoration has been completed to Beneficiary's satisfaction. Upon satisfactory completion of said restoration, and so long as there is then no default under any of the leases

affecting the Mortgaged Premises and no uncured Event of Default under this Deed of Trust or any of the Loan Documents, Beneficiary shall release the insurance proceeds.

6. Escrow for Taxes, Insurance and Assessments. Trustor agrees to pay to Beneficiary, at the time of the required payments of principal and interest payable under the Note, and in addition to the required payments under the Note, this Deed of Trust and the other Loan Documents, a sum equal to the taxes, hazard insurance premiums, assessments due to any owners' association (including without limitation any assessments or dues payable to the association of lot owners in the Windsor Square Commercial Subdivision pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Windsor Square Commercial Subdivision recorded September 12, 2000, as Entry No. 1612934, in Book 2690, Page 1201, at the office of the Davis County Recorder) and similar charges next due with respect to the Mortgaged Premises (all as estimated by Beneficiary) together with any sums due for special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Premises prior to the lien of this Deed of Trust, divided by the number of payments to become due before one (1) month prior to the date when such taxes, assessments and other charges will become due, such sums to be held by Beneficiary, without interest, to pay such taxes, assessments and premiums when due. If the amount of such deposits shall exceed payments made by Beneficiary for such taxes, assessments and premiums, the excess shall be credited on account of subsequent deposits to be made by Trustor. If such deposits shall be insufficient to pay such taxes, assessments and premiums when due, Trustor shall pay to Beneficiary the amount of the deficiency no later than the first day of the month following determination of the deficiency. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Beneficiary, and no interest shall be paid to Trustor on such funds. If, pursuant to any provision of the Note or this Deed of Trust, the whole amount of the principal debt secured hereby becomes due and payable, Beneficiary shall have the right, at its sole election, to apply any amount so held against the entire indebtedness secured hereby.

7. Waste; Maintenance; Alterations; Compliance. Trustor (a) shall abstain from and shall not permit the commission of waste in or about the Mortgaged Premises; (b) shall maintain the Mortgaged Premises in good order and condition and, except with respect to any undeveloped portion thereof, in a rentable and tenantable state of repair; (c) shall make or cause to be made, as and when necessary, all repairs and replacements, structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen, whether or not the same may be necessary by reason of fire or other casualty and whether or not insurance proceeds are available therefor; (d) shall not remove or demolish the buildings or other improvements now or hereafter erected upon the Real Estate, nor alter the design or structural character of any building or other improvement now or hereafter erected thereon so as to diminish the value thereof, unless Beneficiary shall first consent thereto in writing; and (e) shall comply with all federal, state, county, township and other governmental or quasi-governmental laws, ordinances, regulations, covenants, conditions, orders, licenses, permits, approvals and restrictions affecting the Mortgaged Premises (except to the extent Trustor contests any of the same in accordance with Paragraph 4 hereof). Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as

true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

8. Leases.

8.1. Trustor shall timely perform all of its obligations under the terms and conditions of any leases (including ground leases, if any) affecting the Mortgaged Premises and shall not accept rent under any such lease in advance for a period of more than one (1) month.

8.2. Trustor represents that there are no leases or agreements to lease all or any part of the Real Estate now in effect, except those specifically set forth in, and assigned to Beneficiary by, the Assignment of Leases. Trustor agrees that, further to evidence and reflect the assignment of leases granted herein, Trustor shall execute, acknowledge and deliver to Beneficiary, at Beneficiary's request, assignments of all existing and future leases of all or any portion of the Real Estate in form and substance satisfactory to Beneficiary and shall at the request of Beneficiary, at Trustor's expense, record such leases or memoranda thereof, and all assignments thereof.

8.3. There is no assignment or pledge of any rents, issues and profits of or from the Mortgaged Premises now in effect, except pursuant to the Assignment of Leases. Trustor shall not make any assignment or pledge thereof to anyone other than Beneficiary until the indebtedness secured hereby is fully paid.

8.4. No existing or future lease of all or any part of the Real Estate shall be modified or altered in a manner which reduces the rent thereunder or materially affects the interests of the lessor or landlord thereunder in an adverse material way, nor canceled or surrendered without the prior written consent of Beneficiary, and no future lease of all or any part of the Real Estate shall be entered into, except as provided in the Assignment of Leases, or otherwise with the written consent of Beneficiary. No rent and other sum payable under such lease shall be payable more than thirty (30) days in advance.

8.5. Either Trustor or its designee who has been approved by Beneficiary in writing shall be the exclusive manager of the Mortgaged Premises during the entire term of the Loan. Any management company selected by Trustor and the duties to be performed by such management company shall be satisfactory to Beneficiary in every respect. All existing management agreements shall have been submitted to Beneficiary and its counsel for examination and approval. No future management agreement shall be entered into and no existing or future management agreement is to be materially amended, modified or canceled without the prior written consent of Beneficiary.

9. Declaration of No Set-Off. If requested at any time by Beneficiary, Trustor shall promptly (and in any event within ten (10) days after notice) furnish Beneficiary or Beneficiary's designee with a Declaration of No Set-Off, in form and substance satisfactory to Beneficiary or any such designee, certifying, in a writing duly acknowledged, the amount of principal, interest and other charges then owing under the Loan Documents, and whether there are any set-offs or defenses against the same, and, if so, the nature thereof.

10. Inspection. Beneficiary and any persons authorized by Beneficiary shall have the right at any time, upon notice to Trustor, to enter upon the Mortgaged Premises during normal business hours to inspect and/or photograph its condition and state of repair.

11. Financial Statements. In order for Beneficiary to have a full and clear understanding of the operation of the Mortgaged Premises, within sixty (60) days after the end of either each calendar year or Trustor's federal tax year, if different, Trustor shall, at its own cost and expense, deliver to Beneficiary an itemized statement, sworn to by Trustor, including a current rent roll, the gross annual income and all expenditures of the Mortgaged Premises, and such other financial information concerning the Mortgaged Premises as Beneficiary may reasonably request from time to time, all in reasonable detail and in form satisfactory to Beneficiary (which form may be a standard form required by Beneficiary). Trustor shall make the books and accounts relating to the Mortgaged Premises available for inspection by Beneficiary, or its representatives, upon request at any reasonable time. If Trustor fails to comply with the requirements of this paragraph, Beneficiary may, at Trustor's expense, commission a real estate appraiser (selected by Beneficiary) to appraise or reappraise the Mortgaged Premises. In addition, if an Event of Default occurs hereunder or under any of the Loan Documents, Beneficiary may, at Trustor's sole expense, require a full audit of Borrower's books and records by a certified public accountant.

12. Required Notices. Trustor shall notify Beneficiary promptly of the occurrence of any of the following: (a) a fire or other casualty causing damage to the Mortgaged Premises, including discovery of Hazardous Substances (as defined in Paragraph 26 hereof); (b) receipt of notice of eminent domain proceedings or condemnation of all or any portion of the Real Estate; (c) receipt of notice from any governmental authority relating to the structure, use, operation or occupancy of the Mortgaged Premises; (d) receipt of any notice with regard to any Hazardous Discharge or any other environmental matter affecting the Mortgaged Premises or Trustor's interest therein, including notice of a Release of Hazardous Substance (as all of such terms are defined in Paragraph 26 hereof), request for information, demand letter or notification of potential liability from any entity relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Mortgaged Premises or at any other site owned or operated by Trustor; (e) substantial change in the occupancy, operation or use of any portion of the Mortgaged Premises; (f) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on, or security interest in, the Mortgaged Premises; (g) commencement of any litigation or notice of any threat of litigation affecting the Mortgaged Premises; or (h) receipt of any notice from any tenant of all or any portion of the Mortgaged Premises alleging a default, failure to perform or any right to terminate its lease or to set-off rents, or terminating its lease or setting-off any rents.

13. No Transfer; No Other Liens.

13.1. Without the prior written consent of Beneficiary, Trustor shall abstain from and shall not cause or permit any sale, conveyance, transfer or other disposition of title to, or an equitable interest in, the Mortgaged Premises or any part thereof, voluntarily or by operation of law or by any agreement to do any of the foregoing (including but not limited to an

installment sale contract), except that Trustor may enter into leases as expressly permitted by Paragraph 8 hereof. If Trustor is a corporation, partnership, or limited liability company, a transfer of any stock, partnership interest, or membership interest of Trustor or a transfer of any stock, partnership interest, or membership interest of any entity owning an interest in Trustor, or any change in the direct or indirect voting control of Trustor shall be deemed to violate this prohibition on transfer. Consent by Beneficiary to any transfer hereunder is within Beneficiary's sole discretion and may be conditioned upon such conditions as Beneficiary imposes, in Beneficiary's sole discretion. A consent by Beneficiary to one such transfer or disposition shall not be construed as continuing or as a bar to or waiver of the requirement of the prior written consent of Beneficiary to any subsequent transfer or disposition.

13.2. Without the prior written consent of Beneficiary, Trustor shall not lease any personal property, as lessee, which is now or hereafter intended to be a part of the Mortgaged Premises or is necessary for the operation of Trustor's business at the Mortgaged Premises. Without the prior written consent of Beneficiary, Trustor shall not sell or transfer, or create or cause or permit to exist any lien on, or security interest in any of the operating equipment or other personal property in which Beneficiary has a security interest, unless disposed of in the ordinary course of business and replaced by items of at least comparable quality and value, free and clear of all liens or title retention devices.

13.3. Trustor shall not permit the holder of any subordinate mortgage, deed of trust, or other subordinate lien, whether or not consented to by Beneficiary, to terminate any lease of all or a portion of the Mortgaged Premises whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Deed of Trust without first obtaining the prior written consent of Beneficiary. The holder of any subordinate mortgage, deed of trust, or other subordinate lien shall have no such right, whether by foreclosure of its mortgage, deed of trust, or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Trustor or as a matter of law, and any such attempt to terminate any such lease shall be ineffective and void without first obtaining the prior written consent of Beneficiary.

13.4. Trustor shall not, without the prior written consent of Beneficiary, create or cause or permit to exist (voluntarily or involuntarily) any lien (other than the lien of this Deed of Trust), encumbrance or charge on, or security interest in, all or any part of the Mortgaged Premises, excepting only the Permitted Exceptions and real estate taxes which are not yet due and payable. If any such lien or encumbrance is filed or entered, Trustor shall have it removed of record within fifteen (15) days after it is filed or entered by either paying it, having it bonded in a manner which removes it of record or otherwise having it removed of record. By placing or accepting a mortgage, deed of trust, lien or encumbrance of any type, whether voluntary or involuntary, against the Mortgaged Premises, the holder thereof shall be deemed to have agreed, without any further act or documentation being required, that its mortgage, deed of trust, lien, or encumbrance shall be subordinate in lien priority to this Deed of Trust and to any future amendments, consolidations or extensions to this Deed of Trust (including, without limitation, amendments which increase the interest rate on the Note, provide for future advances secured by this Deed of Trust or provide for the release of portions of the Mortgaged Premises with or without consideration).

13.5. The holder of any subordinate mortgage, deed of trust, or other lien, whether or not consented to by Beneficiary, expressly agrees by acceptance of such subordinate mortgage, deed of trust, or other lien that it waives and relinquishes any rights which it may have, whether under a legal theory of marshalling of assets or any other theory at law or in equity, to restrain Beneficiary from, or recover damages from Beneficiary as a result of, Beneficiary's exercising its various remedies hereunder and under any other documents or instruments evidencing or securing the indebtedness secured hereby, in such order and with such timing as Beneficiary shall deem appropriate in its sole and absolute discretion.

13.6. Beneficiary or Trustee may, at any time or from time to time, renew, extend or increase the amount of this Deed of Trust, or alter or modify the terms of this Deed of Trust or the Note in any way, or waive any of the terms, covenants or conditions hereof or of the Note in whole or in part and may release any portion of the Mortgaged Premises or any other security, and grant such extensions and indulgences in relation to the indebtedness secured hereby as they may determine, without the consent of any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority or the lien hereof on all or any part of the Mortgaged Premises.

13.7. Any violation of any of the foregoing limitations in this Paragraph 13 at any time during the term of the Loan, at the option of Beneficiary, shall be deemed an Event of Default hereunder and shall entitle Beneficiary to exercise any or all of its remedies for an Event of Default. Further, if Beneficiary elects to accelerate the Loan because of a violation of these limitations, then Trustor agrees to pay, in addition to the principal, interest, and other sums due, the "Prepayment Premium" (or, if the acceleration occurs during the "Closed Prepayment Period", the "Make-Whole Premium") all as described and defined in the Note.

13.8. Notwithstanding the foregoing provisions of this Paragraph 13:

13.8.1. Trustor shall have the right, on a one-time basis, to sell the Mortgaged Premises in full, with no changes in the Loan terms and conditions and without any prepayment premium or make-whole premium, provided that: (a) Beneficiary has been given written notice of Trustor's desire to transfer the Mortgaged Premises and of the identity of the proposed transferee at least ninety (90) days prior to the transfer; (b) Beneficiary has been provided with any and all documentation it requires for approval of the proposed transfer at least ninety (90) days prior to the transfer; (c) Beneficiary has notified Trustor in writing that the proposed transferee is acceptable to Beneficiary; (d) there is no uncured default under the Note or this Deed of Trust; (e) an assumption fee has been paid to Beneficiary in an amount equal to one percent (1%) of the then unpaid principal balance secured by this Deed of Trust; (f) each proposed transferee executes and delivers to Beneficiary an assumption agreement in Beneficiary's standard form; and; (g) Trustor pays (in addition to the assumption fee described hereinabove) all costs associated with the transfer, including (without limitation) Beneficiary's attorney's fees, recording costs, costs of title insurance endorsements, and miscellaneous closing costs. Beneficiary's approval or disapproval of the

proposed transferee shall be based on the perceived reputation and character of the principals involved with the transferee, the experience of the transferee and its principals in the ownership and management of properties similar to the Mortgaged Premises, and the financial condition of the transferee and its principals. The one-time exception contained in this subparagraph extends only to Trustor and shall not extend to any other subsequent owner of the Mortgaged Premises.

14. Cure by Beneficiary or Trustee. If Trustor at any time fails to pay any claim, lien or encumbrance which shall be prior to this Deed of Trust, or to respond promptly to a Hazardous Discharge (as that term is defined in Paragraph 26 hereof), or to any notice thereof, or to pay when due any tax or assessment or any insurance premium, or to keep the Mortgaged Premises in repair, or to replace or restore as required hereby, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Premises or the title thereto, Beneficiary or Trustee, at their option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as they deem necessary, may make such cleanup, repairs, replacements or restorations and take such steps as they deem advisable to prevent or cure such failure, and may appear in any such action therein as Beneficiary or Trustee deems advisable, and for any of such purposes Beneficiary or Trustee may advance such sums of money as it deems necessary. Trustor shall pay to Beneficiary or Trustee immediately and without demand all sums of money advanced by them pursuant to this paragraph, together with interest on each advance at the Default Rate, as defined in the Note, and all such sums and interest thereon shall be secured hereby.

15. Change in Laws. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of lands, for the purpose of taxation, any lien thereon, or imposing upon Beneficiary the obligation to pay the whole, or any part, of the taxes, assessments, charges or liens herein required to be paid by Trustor, the entire unpaid balance of the indebtedness secured by this Deed of Trust shall, at the option of Beneficiary and after sixty (60) days notice to Trustor, become due and payable; provided, however, that if, in the opinion of Beneficiary's counsel, it is lawful for Trustor to pay such taxes, assessments, charges or liens, or to reimburse Beneficiary therefor, and Trustor lawfully makes payment thereof or reimburses Beneficiary therefor, then there shall be no such acceleration of the time for payment of the unpaid balance of the indebtedness secured hereby.

16. Retention of Counsel. If Beneficiary retains the services of counsel by reason of an Event of Default hereunder or under the Loan Documents, or on account of any matter involving Trustor's title to the Mortgaged Premises or the security interest intended to be granted hereby, including, without limitation, review of leases, easements, amendments to the Loan Documents, other related agreements or documents, any condemnation proceedings, bankruptcy proceedings, or proceedings involving defects in title which are not covered by Beneficiary's title insurance policy, or for examination of matters subject to Beneficiary's approval under the Loan Documents, all costs of suit, if any, and all reasonable attorneys' fees shall forthwith become due and payable and shall be secured hereby. If Beneficiary shall exercise the power of sale herein or institute legal proceedings to foreclose this Deed of Trust or enter judgment on the

Note, Trustor shall pay all expenses, including trustee's fees, attorneys' fees as herein provided and court costs, of Beneficiary in connection with all such proceedings, costs of sale, surveying, environmental and appraisal costs, whether or not otherwise legally chargeable to Trustor, together with interest at the Default Rate, as defined in the Note, until actual payment is made of the full amount due Beneficiary, and all such sums shall be secured hereby.

17. Events of Default. Each of the following shall constitute an event of default hereunder (an "Event of Default"):

17.1. Subject to applicable notice, grace and cure periods expressly set forth in the Loan Documents, if any, the failure of Trustor to pay any sum required to be paid under any of the Loan Documents when due or within five (5) days thereafter;

17.2. any breach, default or violation by Trustor in connection with any other obligation, covenant, agreement, undertaking or provision imposed upon it by the Note, this Deed of Trust or any of the Loan Documents (other than those matters identified in the paragraphs above) and the failure to cure such default within fifteen (15) days after written notice of the default from Beneficiary; provided that if such breach, default or violation cannot reasonably be cured within such 15-day period, and provided Trustor has commenced the curing of the same and diligently pursues such cure, such 15-day period shall be extended for an additional period of time as may be reasonably necessary to cure such breach, default, or violation taking into account the nature of such breach, default or violation and its impact on the Beneficiary's interest in the Mortgaged Premises, and provided that in no event shall such cure period exceed 180 days in the aggregate;

17.3. the occurrence of a default or an Event of Default by Trustor, as landlord, under any lease affecting the Mortgaged Premises as therein provided (after expiration of applicable grace periods, if any);

17.4. the occurrence of a default or an Event of Default under any other obligation secured by the Mortgaged Premises or any part thereof;

17.5. the occurrence of a default or an Event of Default under any other obligation undertaken by Trustor in favor of Beneficiary, or under any document securing or evidencing such obligation, whether or not such obligation is secured by the Mortgaged Premises or any part thereof;

17.6. the dissolution of Trustor; or

17.7. if, by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Trustor or any surety for the indebtedness secured hereby, or of the Mortgaged Premises or of any of the property of Trustor or any surety, shall be appointed and shall not have been discharged within sixty (60) consecutive days thereafter, or if by decree of a court of competent jurisdiction Trustor or such surety shall be adjudicated a debtor or insolvent or the Mortgaged Premises or any of Trustor's or such surety's property shall have been sequestered, and such decree shall have continued undischarged and unstayed for sixty (60) consecutive days

after the entry thereof, or if any proceeding under the Federal Bankruptcy Code, Title 11, United States Code (including Chapters 7, 11 or 13 thereof, or any amendment thereto or successor thereof) or any similar statute applicable to Trustor or any surety (including state insolvency statutes), as now or hereafter in effect, shall be instituted against Trustor or such surety and shall not be dismissed within sixty (60) consecutive days after such filing, or if Trustor or such surety shall institute any such proceeding or shall consent to the institution of any such proceeding against it under any such law, or if Trustor or such surety shall make any assignment for the benefit of any of its creditors or shall admit in writing any inability to pay debts generally as they become due or shall consent to the appointment of a receiver or liquidator or trustee for Trustor or such surety or for the Mortgaged Premises or any of Trustor's or such surety's property.

18. Remedies.

18.1. Upon the occurrence of any Event of Default, the entire unpaid balance of the principal, the accrued interest and all other sums secured by this Deed of Trust shall become immediately due and payable, at the option of Beneficiary, without further notice or demand. Any and all accelerations of any portion of the remaining principal balance of the indebtedness secured hereby (including, without limitation, foreclosure by Beneficiary under this Deed of Trust) shall be subject to the Make-Whole Premium if the acceleration occurs during the Closed Prepayment Period, or the Prepayment Premium if the acceleration occurs after the Closed Prepayment Period, as such terms are defined and described in the Note.

18.2. When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith:

18.2.1. Notice of Default and Exercise of Power of Sale. Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause all or any part of the Mortgaged Premises to be sold to satisfy the indebtedness and obligations secured hereby, and Trustee shall file such notice for record in each county in which the property to be thus sold or some part or parcel thereof is situated. If Beneficiary invokes this power of sale, Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Trustor and to other persons as applicable law may require. After the lapse of such time as may then be required by law following the recordation of said 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 Mortgaged Premises or such part thereof as Beneficiary has elected to sell 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 said property, 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 he deems 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, unless otherwise required by law. Trustee shall execute and deliver to the purchaser his Deed conveying the property so sold without any covenant or warranty, express 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 the Beneficiary, may bid at the sale. The proceeds of the sale shall be used to satisfy the following: (1) reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps or similar taxes on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate defined in the Note from date of expenditure; (4) all other sums then secured hereby. Any excess sale proceeds remaining after satisfaction of the foregoing shall be paid to the person or persons legally entitled thereto, or the Trustee, in his discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place. Trustor agrees to surrender possession of the property thus sold to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

18.3. Judicial Foreclosure. Beneficiary may institute any one or more actions of mortgage foreclosure against all of any part of the Mortgaged Premises, or take such other action at law or in equity for the enforcement of this Deed of Trust and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the Interest Rate defined in the Note to the date of default, and thereafter at the Default Rate defined in the Note, together with all other sums due by Trustor in accordance with the provisions of the Note and this Deed of Trust, including all sums which may have been loaned by Beneficiary to Trustor after the date of this Deed of Trust, and all sums which may have been advanced by Beneficiary for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance, utilities or repairs to the Mortgaged Premises, all costs of suit, together with interest at the Default Rate defined in the Note on any judgment obtained by Beneficiary from and after the date of entry of judgment (including without limitation after any Sheriff or other judicial sale) until actual payment is made of the full amount due Beneficiary, and reasonable attorneys' fees; and

18.3.1. Possession. Beneficiary may enter into possession of the Mortgaged Premises, with or without legal action, and by force if necessary; collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Beneficiary, in Beneficiary's sole discretion, may elect: the payment of

any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Premises, and on account and in reduction of the principal and interest, or both, hereby secured; in and for that purpose Trustor hereby assigns to Beneficiary all rentals due and to become due under any lease or leases or rights to use and occupation of the Mortgaged Premises hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals.

18.4. Beneficiary shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Trustor under the terms of this Deed of Trust, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Deed of Trust shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Trustor existing at the time the earlier action was commenced.

18.5. Any real estate sold pursuant to power of sale, pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Deed of Trust, or pursuant to any other proceedings under the Deed of Trust, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Beneficiary, in its sole discretion, may elect (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several known lots or parcels, shall be sold).

18.6. Beneficiary shall have the right to set-off all or any part of any amount due by Trustor to Beneficiary under the Note, this Deed of Trust or under the Loan Documents, against any indebtedness, liabilities or obligations owing by Beneficiary for any reason and in any capacity to Trustor, including any obligation to disburse to Trustor or its designee any funds or other property on deposit with or otherwise in the possession, control or custody of Beneficiary.

18.7. Upon or at any time after Beneficiary has the right to file an action to foreclose this Deed of Trust, Beneficiary may petition any court in which such action is or might be filed to appoint a receiver of the Mortgaged Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Trustor at the time of application for such receiver and without regard to the then value of the Mortgaged Premises or whether the Mortgaged Premises shall be then occupied as a homestead or not and without regard to whether Trustor has committed waste or allowed deterioration of the Mortgaged Premises and Beneficiary hereunder or any agent of Beneficiary may be appointed as such receiver. Trustor hereby agrees that Beneficiary has a special interest in the Mortgaged Premises and absent the appointment of such receiver the Mortgaged Premises shall suffer waste and deterioration and Trustor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Beneficiary pursuant to above and such other powers which may be necessary or are customary in such cases for the protection, possession, control, management and operation of the Mortgaged Premises during such period.

18.8. All sums collected by Beneficiary under this Deed of Trust or under the Note on account of principal or interest or other amounts owing hereunder including, without limitation, costs of collection and attorneys' fees, may be applied in such order and manner as Beneficiary, in its sole discretion, may elect.

19. Rights and Remedies Cumulative.

19.1. The rights and remedies of Beneficiary as provided in this Deed of Trust, in the Note, in any other Loan Document and in the warrants attached thereto or contained therein shall be cumulative and concurrent and are in addition to any other remedies Beneficiary may have at law or in equity; may be pursued separately, successively or together, and in such order as Beneficiary may determine, against Trustor or against the Mortgaged Premises, or both, at the sole discretion of Beneficiary, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

19.2. Neither Trustor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Deed of Trust shall be relieved of such obligation by reason of the failure of Beneficiary or Trustee to comply with any request of Trustor or of any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provisions of the Deed of Trust or the Note, by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Premises and Beneficiary or Trustee extending the time of payment or modifying the terms of the Deed of Trust or Note without first having obtained the consent of Trustor or such other person; and in the latter event Trustor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Beneficiary. In addition, and without limiting the generality of the foregoing, Trustee may, without affecting the liability of Trustor or any other person, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the Mortgaged Premises, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof, (d) reconvey, without warranty, all or any part of the Mortgaged Premises.

19.3. Beneficiary may release, and Trustee may, with the consent of Mortgagee, reconvey, regardless of consideration, any part of the security held for the indebtedness secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed of Trust or its priority over any subordinate lien.

19.4. For payment of the indebtedness secured hereby, Beneficiary may resort to any security held by Beneficiary in such order and manner as Beneficiary may elect. Trustor specifically waives the right to require ordering or marshalling of assets in connection with the realization by Beneficiary of the security hereunder.

19.5. The receipt by Beneficiary of any sums from Trustor after the date on which Beneficiary elects to accelerate the indebtedness secured hereby by reason of a default hereunder, under the Note or any other Loan Document shall not constitute a cure or waiver of such default or a reinstatement of the Note or Deed of Trust or such other Loan Document, unless Beneficiary expressly agrees, by written notice to Trustor, that such payment shall be accepted as a cure or waiver of the default.

20. Possession by Beneficiary or Trustee. If Beneficiary or Trustee shall take possession of the Mortgaged Premises as provided herein, Beneficiary or Trustee may do all or any of the following (provided that nothing herein contained shall obligate Beneficiary or Trustee to do any of the same): (a) hold, manage, operate, lease and sublease the Mortgaged Premises, to Trustor or any other person or persons, on such terms and for such periods of time as Beneficiary or Trustee may deem proper, and the provisions of any lease or sublease made by Beneficiary or Trustee pursuant hereto shall be valid and binding upon Trustor notwithstanding the fact that Beneficiary's or Trustee's right of possession may terminate or this Deed of Trust may be satisfied of record prior to the expiration of the term of any such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements to the Mortgaged Premises as Beneficiary or Trustee may deem proper; (c) demolish any part or all of the buildings, structures or other improvements on the Real Estate which in the judgment of Beneficiary or Trustee may be in unsafe condition and dangerous to life or property; (d) remodel such buildings, structures or other improvements so as to make them available in whole or in part for any business, dwelling, multiple dwelling or other purposes; and (e) collect the rents, issues and profits arising from the Mortgaged Premises, both past due and thereafter becoming due, and apply the same, in order of priority as Beneficiary or Trustee may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the Mortgaged Premises and all other sums or charges required to be paid by Trustor hereunder or under the Note. All moneys advanced by Beneficiary or Trustee for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by Trustor, together with interest thereon at the Default Rate set forth in the Note, and shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by Beneficiary or Trustee as aforesaid shall not be construed to be an affirmation of any lease, or any part thereof, and Beneficiary, Trustee or any purchaser at any foreclosure sale may (if otherwise entitled so to do) exercise the right to terminate any lease as though such taking of possession and collection of rents had not occurred.

21. Waivers. The granting of an extension or extensions of time by Beneficiary or Trustee with respect to the performance of any provision of this Deed of Trust or the Loan Documents on the part of Trustor to be performed, or the taking of any additional security, or the waiver by Beneficiary or Trustee or failure by Beneficiary or Trustee to enforce any provision of this Deed of Trust or the Loan Documents, or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of Beneficiary or Trustee thereafter, to insist upon strict performance by Trustor of the terms hereof or to exercise all rights, powers or remedies set forth herein and therein.

22. Condemnation. Beneficiary shall be entitled to receive all sums which have been or may be awarded Trustor for the taking or condemnation of the Mortgaged Premises or any

part thereof for any public or quasi-public use or purpose, and any sums which may be awarded Trustor for damages caused by public works or construction on or near the Mortgaged Premises. All such proceeds and awards are hereby assigned to Beneficiary, and Trustor, upon request by Beneficiary, agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable Beneficiary, at its option, to collect and receipt for the same. Beneficiary shall have the right to retain and apply all such proceeds and awards, at its election, to reduction of the indebtedness secured hereby or to require Trustor to apply all or part of such proceeds and awards to the repair and restoration of the Mortgaged Premises in the same manner as set forth in Paragraph 5 hereof with respect to insurance proceeds. Any condemnation proceeds not used to restore the Mortgaged Premises shall be applied to reduce the balance of the Loan. No settlement of any such award shall be made by Trustor without Beneficiary's prior written consent.

23. Security Agreement.

23.1. This Deed of Trust constitutes a security agreement under the Utah Uniform Commercial Code, and Trustor hereby grants to Beneficiary a security interest in all the property (and the proceeds thereof) included in the Mortgaged Premises which might otherwise be deemed "personal property" and the proceeds thereof (the "Collateral"). Trustor shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Beneficiary may require from time to time to confirm the lien of this Deed of Trust with respect to such property. Without limiting the generality of the foregoing, Trustor hereby irrevocably appoints Beneficiary attorney-in-fact for Trustor to execute, deliver and file such continuation statements for and on behalf of Trustor, which appointment, being for security, is coupled with an interest and irrevocable. The security agreement contained in this Deed of Trust shall survive the discharge of this Deed of Trust for so long as any amounts remain unpaid under the Note or any other Loan Document.

23.2. In addition to any other remedies granted in this Deed of Trust, Beneficiary may, upon the occurrence of an Event of Default, proceed under the Utah Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise, with respect to the Collateral, all rights, remedies and powers of a secured party under the Uniform Commercial Code, including, without limitation, the right and power to sell at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral or any parts thereof in any manner authorized or permitted under the Utah Uniform Commercial Code after default by debtor, and to apply the proceeds thereof in payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by the Beneficiary, and to the payment of indebtedness secured by this Deed of Trust in such order and manner as the Beneficiary may elect.

23.3. Among the rights Beneficiary will have in the event of such default, and without limitation of the foregoing, Beneficiary may take possession of the Collateral and enter upon any premises where the same may be situated for such purpose without being guilty of trespassing and without liability for damages thereby, and take any action deemed necessary or appropriate or desirable by Beneficiary, at its option, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

23.4. To the extent permitted by law, Trustor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to a sale or disposition of the Collateral or exercise of any other right or remedy of Beneficiary existing after default of Trustor hereunder; and to the extent any such notice is required and cannot be waived, Trustor agrees that if such notice is mailed, postage prepaid, to Trustor at its address shown above, at least ten (10) days before the time of sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any statutory or other requirement for the giving of such notice. Upon the occurrence of an Event of Default, Beneficiary shall have the right, at its option, to transfer at any time to itself or its nominee, the Collateral or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the indebtedness or to apply it on the principal or interest and other amounts owing on any of the indebtedness under the Note, this Deed of Trust or the Loan Documents, in such order and manner as Beneficiary may elect. All rights to marshalling of assets of Trustor, including any such right with respect to the Collateral, are hereby waived.

23.5. Beneficiary may require Trustor to assemble the Collateral and make it available to Beneficiary at a place to be designated by Beneficiary that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use, and of disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Beneficiary as authorized or permitted hereunder, including all attorneys' fees, legal expenses and costs shall be added to the indebtedness secured by this Deed of Trust and Trustor shall be liable therefor.

23.6. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Premises under power of sale as provided in this Deed of Trust, upon giving the same notice with respect to the sale of the personal property hereunder as is required for such sale of the Mortgaged Premises under power of sale.

24. Further Assurances. Trustor shall execute and deliver such further instruments and perform such further acts as may be reasonably requested by Beneficiary or Trustee from time to time to confirm the provisions of this Deed of Trust or the Note, to carry out more effectively the purposes of this Deed of Trust or the Loan Documents, or to confirm the priority of the lien created by this Deed of Trust on any property, rights or interests encumbered or intended to be encumbered by the lien of this Deed of Trust or the other documents securing the Note. Without limiting the generality of the foregoing, upon receipt of an affidavit of an officer of Beneficiary as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other Loan Document, Trustor, at its expense, will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

25. No Offset. All sums payable by Trustor herein shall be paid without notice, demand, counterclaim, setoff, deduction or defense, without abatement, suspension, deferment,

diminution, or reduction, and the obligation and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of (a) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Premises or any part thereof; (b) any restriction or prevention of or interference with any use of the Mortgaged Premises or any part thereof; (c) any title defect or encumbrance or any eviction from the Mortgaged Premises or any part thereof by title, paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary or Trustee, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary or Trustee or by any court in any such proceeding; (e) any claim which Trustor has or might have against Beneficiary or Trustee; (f) any default or failure on the part of Beneficiary or Trustee to conform or comply with any of the terms hereof or any other document or agreement entered into with Trustor; or (g) any other occurrences whatsoever, whether or not Trustor shall have notice or knowledge of any of the foregoing. Trustor waives all rights now and hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

26. Miscellaneous Provisions.

26.1. Beneficiary and Trustee as Parties to Litigation. If Beneficiary or Trustee shall become a party, as plaintiff or defendant, to any suit or legal proceeding brought by any third party affecting the lien hereby created on the Mortgaged Premises or in any way involving Beneficiary or Trustee on account of their positions as Beneficiary and Trustee under this Deed of Trust, or involving Beneficiary as payee under the Note or as assignee under the Assignment of Leases or any other assignment or Loan Document, Trustor shall indemnify, defend, and hold harmless Beneficiary and Trustee from and against all liability by reason of such litigation, including reasonable attorney's fees and expenses incurred by Beneficiary or Trustee in any such litigation, whether or not any such litigation is prosecuted to judgment. Trustor agrees to pay to Beneficiary and Trustee on demand their costs, expenses and attorneys' fees as aforesaid in any such suit or proceeding.

26.2. Stamps or Taxes on Deed of Trust or Notes. Trustor agrees to pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Deed of Trust or the Note, or any tax directly or indirectly on Beneficiary or Trustee with respect to the Mortgaged Premises, the value of Trustor's equity therein, or the indebtedness evidenced by the Note or secured by this Deed of Trust, but excluding any tax on the income of Beneficiary or Trustee.

26.3. Construction of Terms. The word "Trustor" whenever used herein is intended to and shall be construed to include their heirs, executors, administrators, successors and assigns permitted hereunder; the word "Beneficiary" whenever used herein is intended to and shall be construed to include its successors and assigns; and the word "Trustee" whenever used herein is intended to and shall be construed to include any successor trustee appointed by Beneficiary. Except as otherwise specifically provided herein, wherever this Deed of Trust provides that Beneficiary's consent is required to some request or application or before some

action may be taken or condition may exist, Beneficiary shall have the right to withhold its consent and/or to impose conditions on its consent in Beneficiary's sole and absolute discretion.

26.4. Binding Obligation. All covenants, agreements, authorizations, waivers, releases, rights, representations and warranties contained in this Deed of Trust made or given by or on behalf of Trustor shall be binding upon Trustor's successors in title or interest and Trustor's heirs, executors, administrators, successors and assigns, whether so expressed or not, and all covenants, agreements, authorizations, waivers, releases, rights, representations and warranties contained herein shall inure to the benefit of Beneficiary, Trustee, and their respective successors and assigns.

26.5. Communications.

26.5.1. All notices and other communications required or permitted by this Deed of Trust or any of the Loan Documents shall be in writing, and shall be hand delivered or sent by nationally recognized overnight delivery service or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Trustor:

Exiom Properties L.L.C.
2710 North 350 West #105
Layton, Utah 84041

with a required copy to:

Blain H. Johnson
Johnson Law Firm
2036 Lincoln Avenue, Suite 102
Ogden, Utah 84401

If to Beneficiary:

The Baltimore Life Insurance Company
10075 Red Run Boulevard
Owing Mills, MD 21117-4871
Attention: Thomas R. Cranston

with a required copy to:

William A. Meaders, Jr.
Kirton & McConkie
60 E. South Temple St., Suite 1800
Salt Lake City, Utah 84111

or in any case to such other address as either party may designate from time to time by notice to the other in the manner set forth herein. All such communications shall be deemed to be given (i) if hand delivered, on the day received, or (ii) if mailed or delivered by courier, on the next business day following deposit thereof with the carrier.

26.5.2. Beneficiary shall not be required to give notice under more than one Loan Document with respect to the same occurrence or omission and any communication given by Beneficiary hereunder or under any of the other Loan Documents with respect to such occurrence or omission shall be deemed to be a notice under all of the Loan Documents. From and after the effective date of such notice, the time periods for cure or other action by Trustor or any guarantor shall run concurrently as to all Loan Documents.

26.6. Covenant Running with the Land. Any act or agreement to be done or performed by Trustor shall be construed as a covenant running with the land and shall be binding upon Trustor and its heirs, executors, successors and assigns as if they personally made such agreement.

26.7. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Deed of Trust are inserted for convenience of reference only and shall not constitute a part of this Deed of Trust, nor shall they in any way affect its meaning, construction or effect.

26.8. Severability. If any provision of this Deed of Trust or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and each provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

26.9. Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah.

26.10. Modifications. Neither this Deed of Trust nor the Note, nor any of the Loan Documents may be supplemented, extended or otherwise modified except by agreement in writing between Beneficiary and Trustor.

26.11. JURISDICTION; WAIVER OF TRIAL BY JURY. TRUSTOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH IN ANY AND ALL ACTIONS OR PROCEEDINGS ARISING HEREUNDER OR PURSUANT HERETO, AND IRREVOCABLY AGREES TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS SET FORTH HEREIN OR SUCH OTHER ADDRESS AS TRUSTOR MAY DIRECT BY NOTICE TO BENEFICIARY. TRUSTOR IRREVOCABLY AS AN INDEPENDENT COVENANT WAIVES A JURY TRIAL AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING BETWEEN TRUSTOR AND BENEFICIARY, WHETHER HEREUNDER OR OTHERWISE.

26.12. Joint and Several Liability. If Trustor be more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Trustor shall be joint and several, and shall bind and affect all persons who are defined as “Trustor” as fully as though all of them were specifically named herein wherever the word “Trustor” is used.

26.13. Environmental Matters.

26.13.1. The Trustor represents, covenants and warrants that:

26.13.1.1. the Mortgaged Premises are being and have been operated in compliance with all applicable federal and state “Environmental Laws and/or Regulations” (as defined below) and local ordinances and all permits required thereunder have been obtained and complied with in all respects;

26.13.1.2. there have been no releases, spills, discharges, leaks or disposal (collectively “Releases”) of “Hazardous Substances” (as defined below) at, upon, under or within the Mortgaged Premises;

26.13.1.3. there are no underground storage tanks, radon, asbestos materials, PCBs or urea formaldehyde insulation at the Mortgaged Premises;

26.13.1.4. the Mortgaged Premises have never been used for treatment, storage, recycling, or disposal of Hazardous Substances;

26.13.1.5. no Hazardous Substances are present at the Mortgaged Premises;

26.13.1.6. there is no basis for the imposition of any lien based on any governmental environmental action at the site, and no such lien has been imposed and none is threatened;

26.13.1.7. no grantor of the Mortgaged Premises has placed any notice in any deed to the Mortgaged Premises related to presence of Hazardous Substances at the Mortgaged Premises;

26.13.1.8. neither the Trustor nor, to the best of its knowledge after diligent inquiry, any other party has been,

is or will be involved in operations upon the Mortgaged Premises which operations could lead to the imposition of environmental liability on Trustor, or on any other subsequent or former owner of the Mortgaged Premises or the creation of an environmental lien on the Mortgaged Premises;

26.13.1.9. Trustor has not permitted, and will not permit, any tenant, occupant or other user of the Mortgaged Premises to engage in any activity with respect to the use, manufacturing, generating, treating, processing, storing, recycling or disposing of any Hazardous Substances that could impose environmental liability on such tenant, occupant or user, on the Trustor or on any other owner of any of the Mortgaged Premises; and

26.13.1.10. Trustor will operate the Mortgaged Premises in compliance with all Environmental Laws and/or Regulations, and will not place or permit to be placed any Hazardous Substances on the Mortgaged Premises.

26.13.2. Promptly upon the written request of the Beneficiary from time to time, which written request may be made by the Beneficiary only with the reasonable belief that there has been a Release or a threat of a Release (a "Hazardous Discharge") at the Mortgaged Premises or in the event of notice to Beneficiary of a Hazardous Discharge or presence of Hazardous Substances at the Mortgaged Premises, the Trustor at its sole expense shall provide Beneficiary with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable in the reasonable opinion of the Beneficiary, assessing with a reasonable degree of certainty the existence of a Hazardous Discharge or presence of Hazardous Substances and an estimate of the potential cost in connection with investigation, abatement, cleanup or removal of any Hazardous Substance found on, under, at or within the Mortgaged Premises.

26.13.2.1. Beneficiary shall have the right to require Trustor to post a bond in favor of Beneficiary in an amount equal to 125% of the estimate obtained pursuant to the immediately preceding paragraph, issued by an institutional surety satisfactory to Beneficiary. Failure to post such a bond within thirty (30) days of Beneficiary's request shall constitute an Event of Default hereunder.

26.13.2.2. If the Hazardous Discharge is the subject of any governmental inquiry, investigation or audit, failure by

Trustor to comply with any requirement imposed as a result of such governmental action shall be an Event of Default hereunder.

26.13.3. Trustor shall defend and indemnify the Beneficiary and Trustee and hold Beneficiary and Trustee harmless from and against all loss, liability, damage and expense, claims, costs, fines, penalties including attorneys' fees, suffered or incurred by the Trustee or by the Beneficiary, whether as holder of this Deed of Trust, as a mortgagee in possession, or as successor-in-interest to the Trustor by foreclosure deed or deed in lieu of foreclosure, under or on account of any Environmental Laws and/or Regulations, including the assertion of any lien thereunder, with respect to any Hazardous Discharge, the presence of any Hazardous Substance affecting the Mortgaged Premises whether or not the same originates or emanates from the Mortgaged Premises or any contiguous real estate, including any loss of value of the Mortgaged Premises as a result of the foregoing so long as no such loss, liability, damage and expense is attributable to any Hazardous Discharge resulting from actions on the part of Beneficiary. Trustor's obligations under this paragraph shall arise upon the discovery of the presence of any Hazardous Substance at the Mortgaged Premises, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any hazardous substance, and shall survive the termination of this Deed of Trust, and any transfer of the Mortgaged Premises, including a transfer after foreclosure of this Deed of Trust and the delivery of the deed affecting such transfer.

26.13.4. As used herein, the term "Environmental Laws and/or Regulations" means all present and future laws, statutes, ordinances, rules, regulations, orders, guidelines, rulings, decrees, notices and determinations of any governmental authority having jurisdiction over the Mortgaged Premises to the extent that they pertain to: (a) the protection of health against environmental hazards; (b) the protection of the environment, including air, soils, wetlands, and surface and underground water, from contamination by any substance that may have any adverse health effect on humans, livestock, fish, wildlife, or plant life, or which may disturb an ecosystem; (c) underground storage tank regulation or removal; (d) wildlife conservation; (e) protection or regulation of natural resources; (f) the protection of wetlands; (g) management, regulation and disposal of solid and hazardous wastes; (h) radioactive materials; (i) biologically hazardous materials; (j) indoor air quality; or (k) the manufacture, possession, presence, use, generation, storage, transportation, treatment, release, emission, discharge, disposal, abatement, cleanup, removal, remediation or handling of any Hazardous Substances. "Environmental Laws and/or Regulations" include (without limitation) the Comprehensive Environmental Response, Compensation,

and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., all similar state statutes and local ordinances, and all regulations promulgated under any of those statutes, and all administrative and judicial actions respecting such legislation, all as amended from time to time.

26.13.5. As used herein, “Hazardous Substances” means any substance the release of or the exposure to which is prohibited, limited or regulated by any Environmental Laws and/or Regulations, or which poses a hazard to human health because of its toxicity or adverse effect on human health, including (without limitation): (a) any “oil,” as defined by the Federal Water Pollution Control Act and regulations promulgated thereunder (including without limitation crude oil or any fraction of crude oil), (b) any radioactive substance, and (c) *Stachybotris chartarum* and other molds. However, the term “Hazardous Substance” does not include (a) a substance used in the cleaning and maintenance of the Mortgaged Premises, if the quantity and manner of its use are customary, prudent, and do not violate applicable law, or (b) automotive motor oil in immaterial quantities, if leaked from vehicles in the ordinary course of the operation of the Mortgaged Premises and cleaned up in accordance with reasonable property management procedures and in a manner that violates no applicable law.

27. Acceptance of Trust; Successor Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by 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 Mortgaged Premises or some part thereof are 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 herein 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.


28. Request for Notice of Default and Notice of Sale. Trustor hereby requests that one copy of any notice of default and of any notice of sale required hereunder or by applicable law be mailed to it at its address hereinbefore set forth, and notice of any change of Trustor’s address shall only be effective if given by Trustor to the Beneficiary in the manner required by Paragraph 26.5 hereof.

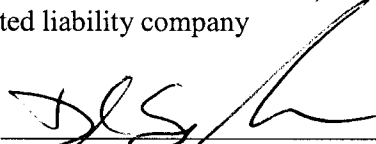
29. Reconveyance Upon Full Payment. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons entitled thereto." Trustor agrees to pay reasonable Trustee's fees for said reconveyance.

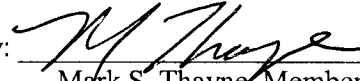
IN WITNESS WHEREOF, Trustor has caused this Deed of Trust and Security Agreement to be duly executed and delivered on the date first above written.

Attest/Witness

EXIOM PROPERTIES L.L.C., a Utah
limited liability company


Name: JIM C. MORRIS

By: 
David S. Greenhalgh, Member

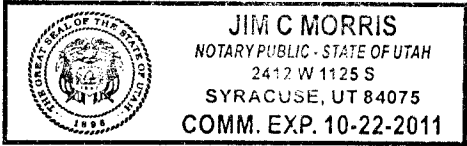
By: 
Mark S. Thayne, Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing Deed of Trust and Security Agreement was personally acknowledged before me this 4th day of October, 2011, by David S. Greenhalgh, a Member of Exiom Properties L.L.C., a Utah limited liability company.


Notary Public

My commission expires:
10-22-11



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing Deed of Trust and Security Agreement was personally acknowledged before me this 4th day of October, 2011, by Mark S. Thayne, a Member of Exiom Properties L.L.C., a Utah limited liability company.



Notary Public

My commission expires:
10-22-11

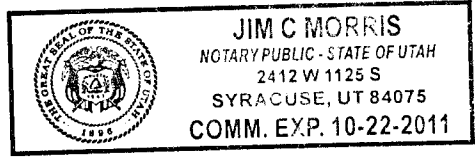


EXHIBIT "A"

Legal Description of Real Estate

BEGINNING AT A POINT ON THE NORTH LINE OF WINDSOR SQUARE SUBDIVISION, WHICH POINT IS NORTH 0°03'30" EAST 1312.19 FEET AND NORTH 89°47'48" WEST 850.78 FEET FROM THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 11°27'08" EAST 320.59 FEET ALONG THE CENTER OF A NATURAL GAS EASEMENT TO THE NORTH RIGHT OF WAY OF WINDSOR DRIVE AND RUNNING THENCE SOUTH 89°58'00" WEST 198.76 FEET TO THE START OF A 10.5 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 16.49 FEET, (CENTRAL ANGLE=90°00'00" CHORD BEARING AND DISTANCE=NORTH 45°02'00" WEST 14.85 FEET); THENCE NORTH 0°02'00" WEST 103.06 FEET ALONG THE EAST RIGHT OF WAY OF WINDSOR CIRCLE TO THE START OF 20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 15.50 FEET, (CENTRAL ANGLE=44°24'55" CHORD BEARING AND DISTANCE=NORTH 22°10'28" EAST 15.12 FEET) TO A POINT OF REVERSE CURVATURE ON A 50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF A SAID CURVE 117.30 FEET (CENTRAL ANGLE=134°24'55" CHORD BEARING AND DISTANCE=NORTH 22°49'32" WEST 92.19 FEET); THENCE LEAVING THE ROAD RIGHT OF WAY NORTH 0°13'11" EAST 102.42 FEET TO THE NORTH BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH 89°47'48" EAST 175.34 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

The following is shown for informational purposes only: Tax Parcel No.: 09-308-0011

4824-0312-0139, v. 1