

When Recorded Return to: 1st Sec Bank
405 S. Main, 11th Floor
Salt Lake City, Utah Attn: SBA Loans

6440842

UNRECORDED AREA - PERM COPY
CO. RECORDED

LIGHT TYPE
CO. RECORDED

LESSOR'S AGREEMENT

For purposes of this Lessor's Agreement, the terms "the lessor," "the borrower," "the lender," "the lease," "the loan," "the leased premises, and "the collateral" are defined as set forth in Schedule A below

WITNESSETH

WHEREAS, the lessor is the fee title owner of the leased premises and has authority to execute this Lessor's Agreement; and

WHEREAS, the borrower is currently leasing or is about to lease the leased premises from the lessor, and the borrower is not now in default under the terms of the lease; and

WHEREAS, the lender requires, as a condition of the loan to the borrower, the right to enter the leased premises and take possession of the collateral; *Lender shall make all repairs to Premise's caused by removal of fixtures, No Public Auction or Sale on Premise's. RB*

NOW THEREFORE, in consideration of the loan made by the lender to the borrower, and other good and valuable consideration, receipt of which is hereby acknowledged, the lessor and the borrower hereby agree as follows:

1. The lien or security interest of the lender in the collateral is superior to any lien of the lessor.
2. If the borrower defaults under the terms of the lease, the lender shall have a period of thirty (30) days after receipt of written notice from the lessor of said default to enter the leased premises, take possession of the collateral and remove the collateral from the leased premises.
3. If the borrower defaults under the terms of the loan, the lender shall have the right, upon notice to the lessor, to enter the leased premises, take possession of the collateral and remove the collateral from the leased premises.
4. This Lessor's Agreement has been physically attached to, and is hereby incorporated into, the lease and shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated this 2 day of August, 1996.

By Ray Blake
(Lessor)

By Richard H. Russell
(Borrower)

Subscribed and sworn to
me day of Aug
1996

Notary Public
NANCY R. HARRIS
4203 Don View Drive
West Valley, Utah 84120
My Commission Expires
May 11, 1998
State of Utah

Subscribed and sworn to
me day of Aug
1996

NOTARY PUBLIC
CARROL L. HOGGATT
230 South Main
Bountiful, UT 84010
COMMISSION EXPIRES
MAY 13, 1999
STATE OF UTAH

3K 7475 PG 1856

SCHEDULE A

Lessor: Collier-Heinz Loan Date: August 16, 1996
(landlord) (date of SBA Note)

Borrower: RBS Management Corporation Loan Amount: \$ 100,000.00
(SBA loan recipient) (orig. principal amount of SBA note)

Lender: First Security Bank of Utah, N.A.
(bank and/or SBA)

Leased Premises address: 3849 West 5400 South, Salt Lake City, Utah 84118
Also referred to as: 116 5118 of West Point Arcade Shopping Center in Kearns, Utah

Loan Name and Number: RBS Management Corporation

Collateral: Equipment, inventory and general intangibles

(describe personal property and fixtures per loan auth.)

Lease: June 28, 1994
(date of lease between borrower and lessor)

Legal Description: Described as follows, or on the attached sheet which is hereby incorporated by reference into Schedule A of this instrument.

LIGHT TYPE
CO. RECORDER

SK 7475PG1857

Legal Description
3849 W. 5400 South Salt Lake City, UT 84118

Club D.J.'s leased spaces #116 and 117 of the West Point Square Shopping Center, consisting of 7,713 square feet. The West Point Square Shopping Center's legal description is as follows;

Beginning at a point on the South right of way line of 5400 South Street, N 89°56'30" E, 823.9' and S 0°03'30" E. 53.00' from the Northwest Corner of Section 17, T2S, R1W, SLB&M.

and running thence N 89°56'30" E, 572.40' along said south right of way line to the east line of a permanent easement of the Jordan Aqueduct recorded in book 3235 page 127 and referred to as Parcel NO.JA-204(F); thence S 13°24'08" E along said east line, 196.92'; thence S 17°01'08" E, 886.50' along said line; thence N 89°54'30" W, 876.41'; thence N 0°03'30" W, 531.25'; thence S 89°56'30" W, 133.90'; thence N 0°03'30" W, 276.00'; thence N 89°56'30" E, 133.90'; thence N 0°03'30" W, 230.00' to beginning. Containing 17.9861 acres.

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Together with the following described right of way:

Beginning at a point S 0°05'29" E, 559.00' and N 89°54'30" W, 68.89' and S 0°05'30" W, 245.32' from the Northwest corner of Section 17, T2S, R1W, SLB&M, running thence S 89°54'30" E, 488.17'; thence N 79°10'20" E, 205.30'; thence S 89°54'30" E, 203.25'; thence S 0°03'30" E, 35.00'; thence N 89°54'30" W, 200.00'; thence S 79°10'20" W, 205.30'; thence N 89°54'30" W, 491.52'; to the East line of 4015 West Street; thence N 0°05'30" E 35.00 feet to the point of beginning.

6440842
08/28/96 10:10 AM 15.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST SECURITY BANK
REC BY: B GRAY DEPUTY - MP

JK 7475 PG 1858