

This Indenture, Made the 3RD day of March SE-11-477-24

in the year of our Lord one thousand nine hundred eighty-six

BETWEEN FIELDCREST, LTD., a Utah limited partnership

of Ogden, County of Weber State of Utah, party of the first part, AND FIELDCREST CORPORATION, a Utah corporation

of Ogden, Utah the part y of the second part,

WITNESSETH, that the said part y of the first part for and in consideration of the rents, covenants and agreements hereinafter mentioned and reserved to be paid, kept and performed by the said part y of the second part, its ~~executors administrators and assigns has~~ SUCCESSORS demised,

leased, let and by these presents does demise, lease and let unto the said part y of the second part, its ~~successors executors administrators and assigns~~, all those premises situate, lying and being in the County of Davis

and State of Utah, and particularly described as follows to wit:

88,000 square feet, more or less in Building D-6, Clearfield Freeport Center, Clearfield, Utah

See exhibit A attached

RETURNED

MAR 9 1987

Book 1149

James R. Blakesley

775904 MAR 9 87

1987 MAR -9 PM 3: 37

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CAROL DEAN PAGE
RECORDER OF DAVIS COUNTY
P. O. BOX 618
FARMINGTON, UTAH 84025

11 50
CDP

to be occupied for conduct of its business and for no other purpose whatever.

TO HAVE AND TO HOLD the same, unto the said party of the second part, from the day of 3RD Mar, A. D. 19 86, until the 3RD day of Mar.

A. D. ~~1986~~ 2006 And the said party of the second part, in consideration of said demise, does covenant and agree with the part y of the first part as follows:

FIRST. To pay as rent for said demised premises the sum of _____

Six thousand ⁰⁰ DOLLARS/mo.
payable in monthly installments of six thousand ⁰⁰ Dollars,

each in advance, upon the first day of each and every month of said term, beginning with occupancy.

And the said party of the second part hereby covenants and agrees with the said party of the first part specifically as follows, to wit:

SECOND. That at the expiration of the time of this lease mentioned it will yield and deliver up the said demised premises to the said party of the first part in as good order and condition as when the same were entered upon by the said party of the second part, reasonable use and wear thereof and damage by the elements excepted.

THIRD. That neither it nor its legal representatives, will let or underlet said premises or any part thereof or assign this lease without written assent of the said party of the first part had and obtained thereto

FOURTH. That if the rent above reserved, or any part thereof, shall be unpaid on the day whereon the same is due and payable, and for thirty days thereafter, or if any default shall be made in any of the covenants therein contained to be kept by the said party of the second part, its ~~successors, administrators~~ ^{SUCCESSORS} or assigns, it shall and may be lawful for the said party of the first part, its ~~successors, administrators~~ ^{successors}, agent, attorneys or assigns, to take possession of the said demised premises and every and any part thereof, either with or without legal process, and without giving notice to quit, to re-enter, and the same again to repossess and enjoy, as in its first and former state.

FIFTH. The said party of the second part accepts this Lease and the premises described therein in the condition and state of repair they are now in, and agrees to occupy the same in a lawful manner and will keep the water pipes and their connections, sewage pipes and their connections, upon said premises, at all times, in good condition and state of repair, and will replace all broken glass with glass of the same size and quality as that broken, at their own expense.

SIXTH. That the party of the first part shall not be liable for any damage occasioned by failure to keep said premises in repair And shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking, or running of any washstand, tank, water closet or waste pipe in above, upon, or about said building or premises, nor from damage occasioned by water arising from acts or neglect of co-tenants or other occupants of the same building.

SEVENTH. To pay in addition to the rents above specified: all charges for gas, electric current and all water rates taxed, levied or charged on said demised premises; for and during the time for which this lease is granted; all general property taxes and assessments; all risk insurance, repairs and maintenance; it being understood that this lease is to be a "triple net" lease to the party of the first part.

EIGHTH. If said part t of the second part shall abandon or vacate said premises, the same shall be relet by the party. of the first part for such rent and upon such terms as said first party may see fit, and if a sufficient sum shall not be thus realized, after paying the expenses of such reletting and collecting to satisfy the rent hereby reserved, the party of the second part agrees to satisfy and pay all deficiency.

NINTH. To pay and discharge all costs, attorney's fees and expenses that shall arise from enforcing the covenants of this Indenture by the said part y. of the first part.

TENTH. As further consideration, the party of the second part shall pay all costs and expenses, including taxes and insurance, on that portion of said Building D-6 occupied by other tenants of the party of the first part.

ELEVENTH. To satisfy the SBA 503 loan requirements the parties agree: (a) The term of this Lease shall be at least equal to or longer than the term of the SBA loan; (b) the parties hereto agree to and hereby assign, as security for said SBA loan, all of their right, title and interest herein; and (c) the parties hereto agree to maintain exactly the present ownership (both identity of owners and percent of ownership) during the entire term of the SBA loan.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

FIELDCREST, LTD
By: FIELDCREST CORPORATION, General Partner
[Seal]
Vice
BY: [Signature] President [Seal]
FIELDCREST CORPORATION [Seal]
BY: [Signature] President [Seal]

STATE OF Utah }
County Salt Lake } ss.

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On 3 day of March, A. D. nineteen hundred
and eighty-six personally appeared before me WAYNE K. FIELD, president of
FIELDCREST CORPORATION

the signer of the above instrument, who duly acknowledged to me that he executed the same,

Wayne K. Field
Notary Public,
Salt Lake City, Utah

My commission expires 7-29-90

Residing at: Salt Lake City, Utah

STATE OF _____ }
County _____ } ss.

On _____ day of _____, A. D. nineteen hundred
and _____ personally appeared before me _____

the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public.

My commission expires _____

No. _____

FIELD

TO

Dated _____, 19____

Expires _____, 19____

Recorded at the Request of

_____, A. D. 19____

at _____ minutes past _____ o'clock _____ M.

in _____ page _____

Recorder _____ County _____

The LAND described in the foregoing document is located in DAVIS County, State of UTAH and is described more particularly as follows:

A parcel of land located in the Southeast quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, being more fully described as follows:

12-065-0082
Beginning at a point which lies North 1,564.76 feet, and West 963.74 feet, and South 58°00'11" West 287.76 feet from the Southeast corner of said Section 11, said point is on the North line of "C" Street, and is South 58°00'11" West 287.76 feet from an existing survey monument being a brass cap set in concrete and stamped AAA#17; thence North 31°58'15" West along the centerline of a railroad track 749.68 feet to the North side of "D" Street; thence South 57°59'59" West along said North line 306.65 feet to the centerline of 5th Street; thence South 31°58'01" East along said centerline 749.67 feet to the North line of "C" Street; thence North 58°00'11" East along said North line 306.7 feet to the point of Beginning.

TOGETHER WITH all improvements and appurtenances thereon, including the railroad spur track, but excepting the underground fuel tank and its contents, pumphouse and fuel lines located outside the South end of Building No. D-6, and to the fuel pump breaker switch (control mechanism) located in the transformer vault in Building No. D-6.

TOGETHER WITH a non-exclusive easement for ingress and egress from State Highway No. 108 (Syracuse Road), thence Northerly on Third Street to "D" Street, thence Easterly on "D" Street to 5th Street; thence Southerly on 5th Street to the North line of "C" Street. No access is granted on "C" Street. The Grantee will be responsible for its pro rata share of the costs of maintenance of the aforementioned streets. Such costs to be shared equally among the abutting property owners using the road ways according to their degree of use. The Government's gate at "D" Street providing access to Third Street will be locked from 6:00 P.M. to 6:00 A.M. on weekdays and 24 hours per day on weekends and legal holidays. Access for Government purposes must be made available through this gate at all times. The Grantee, and its assigns, must arrange with the Building manager, Clearfield Federal Depot, or his successor in function, for such access, either by providing said Building Manager with a duplicate key or by employing a double padlock system whereby each part shall have unrestricted access at all times.

TOGETHER WITH an easement on the West side of the centerline of 5th Street (also the Westerly boundary of the property herein being conveyed) to within 10 feet of Building No. D-5 to permit truck maneuvering for Building No. D-6 loading and unloading.

TOGETHER WITH a non-exclusive easement for railroad spur track usage on the 749.68 foot long by 3.5 foot wide strip of land which bears North 31°58'15" East and is contiguous with the entire East side of the Building D-6 property above described, allowing the Building D-6 owner usage of all of the center railroad spur track.