



ENT 120283:2016 PG 1 of 36
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Nov 30 9:53 am FEE 164.00 BY MG
RECORDED FOR PROVO LAND TITLE COMPANY

When Recorded Mail To:
STEVEN R. SKABELUND
1149 West Center Street
Orem, Utah 84057

AGREEMENT ESTABLISHING A JOINT ACCESS EASEMENT AND RESTRICTIVE COVENANTS

THIS AGREEMENT ESTABLISHING A JOINT ACCESS EASEMENT AND RESTRICTIVE COVENANTS (this "Agreement") is made and entered into this 29th day of November, 2016, by and between KAREN ABBOTT, ALLEN & ANN PERRY PROPERTIES, LLC, CHAD & DIANE STRATTON PROPERTIES, LLC, CYNTHIA STRATTON PROPERTIES, LLC, J&N MCNEIL PROPERTIES, LLC, and CONNIE STRATTON (hereinafter collectively referred to as the "Stratton Family") and HARMON CITY, INC., a Utah corporation (hereinafter referred to as "Harmon City"). The Stratton Family and Harmon City are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Stratton Family is the owner of certain real property (the "Stratton Property") depicted on the attached Exhibit "B" and more particularly described as follows:

Commencing South 36.33 feet and East 661.53 feet from the West quarter corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; North 89° 59' 45" East 78.59 feet; North 89° 59' 45" East 238.26 feet; South 86° 54' 55" East 33.43 feet; South 0° 31' 36" East 647.82 feet; South 89° 36' 37" West 350.2 feet; North 0° 31' 36" West 6.57 feet; North 0° 31' 36" West 645.41 feet to beginning.

Less and excepting therefrom that portion conveyed to Cascade Estates, LLC by a Warranty Deed recorded November 13, 2014, as Entry No. 81793:2014, official records, Described as follows: Commencing at a point located South 00° 27' 08" East along the Section line 245.07 feet and East 661.52 feet from the West Quarter Corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° 43' 23" East 350.20 feet; thence South 00° 31' 31" East 442.55 feet; thence South 89° 36' 37" West 350.20 feet; thence North 00° 31' 31" West along The Orchards Subdivision 443.24 feet to the point of beginning.

WHEREAS, the Stratton Family is the owner of certain real property adjacent to the Stratton Property (the "Adjacent Property") depicted on the attached Exhibit "B" and more particularly described as follows:

Commencing South 38.1 feet and East 1011.76 feet from the West quarter corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; South 86°54'55" East 146.97 feet; North 89°26'16" East 140 feet; along a curve to R (Chord Bears: South 39°36'9" East 5.13

feet, Radius = 22.5 feet); South 0°37'8" East 358.17 feet; South 89°12'40" West 116.44 feet; South 0°47'20" East 160 feet; North 89°12'40" East 115.97 feet; South 0°37'8" East 363.93 feet; South 89°32'47" West 91.44 feet; North 0°27'13" West 90 feet; South 89°32'47" West 119.92 feet; South 70°6'16" West 23.93 feet; North 89°57'0" West 117.44 feet; South 0°27'13" East 106 feet; North 89°57'0" West 462.74 feet; North 0°23'23" West 110.5 feet; North 14°20'36" West 47.4 feet; North 0°23'23" West 116.5 feet; North 89°35'23" East 183.34 feet; South 0°31'36" East 6.57 feet; North 89°36'37" East 350.2 feet; North 0°31'36" West 647.82 feet to beginning.

Less and Excepting: Cascade Estates Plat A, according to the official plat thereof, as recorded in the Office of the County Recorder of Utah County Recorder, State of Utah.

WHEREAS, Harmon City is the owner of certain property adjacent to the Stratton Property (the "Harmon Property") depicted on the attached Exhibit "C" and more particularly described as follows:

Lot 4, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, Harmon City has a leasehold interest in certain property adjacent to the Harmon Property (the "Leasehold Property" or "Lot 1," which together with the Stratton Property, the Adjacent Property and the Harmon Property, is referred to as the "Properties") depicted on the attached Exhibit "C" and more particularly described as follows:

Lot 1, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, The Parcels at the Orchards, LLC, a Delaware limited liability company ("The Parcels"), and The Orchards Shopping Center, LLC, a Delaware limited liability company ("The Orchards" and together with The Parcels, the "Declarant") are collectively the Declarant under the Declaration (defined below).

WHEREAS, The Orchards is the owner of the Leasehold Property as well as the following certain property adjacent to the Leasehold Property more particularly described as follows ("Lot 2"):

Lot 2, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, The Parcels is the owner of certain property adjacent to the Leasehold Property more particularly described as follows ("Lot 3"):

Lot 3, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, Lot 1, Lot 2 and Lot 3 are collectively referred to herein as the "Shopping Center Property".

WHEREAS, the Parties now desire to create, from their respective properties, a joint access easement solely for the purpose of shared ingress and egress.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant prohibiting the sale of groceries, pharmacies and bakeries on the Stratton Property and the Adjacent Property.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant prohibiting the leasing of space in the Stratton Property and the Adjacent Property to any existing tenants in the Shopping Center Property, including the Leasehold Property.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant limiting the leasing of space in the Stratton Property and the Adjacent Property to general office use only.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as follows:

Grant of Easement

(a) The Stratton Family hereby grants to Harmon City (the "Harmon City Easement"), and Harmon City hereby grants to the Stratton Family (the "Stratton Easement"), a perpetual, non-exclusive joint access easement for pedestrian and vehicular ingress and egress (the Harmon City Easement and the Stratton Easement are collectively, the "Easement") on, over, and across the property labeled as "40' Joint Access" and described and illustrated in Exhibit "A" attached hereto (the "Easement Property"), subject to the restrictions set forth herein. The Easement located on the Harmon Property (also known as the Stratton Easement) shall burden and run with the portion of the Easement Property that is located on the Harmon Property and shall be appurtenant to the Stratton Property. The Easement located on the Stratton Property (also known as the Harmon City Easement) shall burden and run with the portion of the Easement Property that is located on the Stratton Property and shall be appurtenant to the Harmon Property.

(b) The Easement shall also benefit the Shopping Center Property, including the Leasehold Property and as such the Parties expressly allow Declarant and its successors and its assigns the right to use the Easement. The duration of the benefit to Declarant is subject to Section 11 of this Agreement.

(c) **Termination.** In the event the Stratton Family violates the Declarant Restrictive Covenant (as defined in Section 7 below), Harmon City and Declarant shall each have the separate and independent right to immediately terminate the Stratton Easement and may unilaterally record notice of such termination if it occurs. The Parties also expressly acknowledge and agree that the Easement is subject to zoning of the Stratton Property and the Adjacent Property for general office use only. The Stratton Easement shall terminate and be of no further force or effect if, zoning or leasing of the Stratton Property and the Adjacent Property is for any use other than general office use. The termination of the Stratton Easement pursuant to this Section 1(c) will have no effect on the Harmon City Easement, and the Harmon City Easement shall remain in full force and effect in the event of such termination. The benefit to the

Shopping Center Property, including the Leasehold Property, shall also remain in full force and effect in the event of such termination.

Subject to All Matters of Record

. The use of the Easement created herein shall be subject to the restrictive covenants set forth in Sections 6 and 7 of this Agreement, all existing utility or drainage facilities and all matters of record or otherwise discoverable by a survey or inspection of the Easement Property.

Maintenance

. Once the design and construction of the Improvements (defined below in Section 4) are completed, then the owner of the Harmon Property shall maintain the portion of the Easement Property on the Harmon Property and the owner of the Stratton Property shall maintain the portion of the Easement Property on the Stratton Property. The Parties agree to maintain the Easement Property in a good, workmanlike manner and in accordance with all applicable laws.

Construction of Improvements; No Alteration; Compliance with Laws; Repairs; Hazardous Materials

. The owner of the Stratton Property shall be responsible, at its sole cost and expense, for the removal of the wall on the Stratton Property and the widening of the driveway in the Easement Property (the "Improvements") in accordance with plans approved in writing by the owner of the Harmon Property. The owner of the Harmon Property shall not unreasonably withhold its consent to such plans. The owner of the Stratton Property shall not alter any improvements on the Harmon Property without the owner of the Harmon Property's prior written consent, and the owner of the Harmon Property shall not alter any improvements on the Stratton Property without the owner of the Stratton Property's prior written consent. Each Party shall utilize the Easement Property in accordance with any and all applicable federal, state, and local laws, regulations and orders applicable thereto. Except in connection with the installation of the Improvements, if a Party disturbs the Easement Property, then such Party shall restore the Easement Property to the condition that existed prior to the disturbance. No party shall allow any hazardous, toxic or radioactive materials (except asphalt) to enter the Easement Property. The Parties shall obtain the written approval of Declarant to the extent any plans may affect the Shopping Center Property, including the Leasehold Property.

Closing of Easement Property

. Either party may close any part of the Easement Property located on its property for such periods of time as may be reasonably necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. In such event, the Party seeking to close the area shall provide notice to the other in advance of any such closure. Except as specifically set forth above in this Section 5, no Party shall permit to be constructed or placed on the portion of the Easement located on such owner's parcel any fence, wall, barricade or other obstruction, whether temporary or permanent in nature that limits or impairs pedestrian or vehicular traffic over any part of the Easement Property, or shall otherwise obstruct or interfere with the free flow of such traffic.

Harmon City Restrictive Covenant

. The Stratton Family agrees, upon the full execution of this Agreement and for a period of ninety-nine (99) years thereafter, not to use, nor permit the use of, the Stratton Property or the Adjacent Property for (i) conducting the operation of a pharmacy; (ii) conducting the sale of groceries, including without limitation food products, dry groceries such as household products, and other food items typically sold in supermarkets (such as meats, poultry, seafood, dairy products, and fruits); or (iii) conducting the operation of a bakery (collectively, the "Harmon City Restrictive Covenant"). The Harmon City Restrictive Covenant is for the benefit of Harmon City and its successors of its business and assignees. Notwithstanding the foregoing, the "Harmon City Restrictive Covenant" does not include a use where the primary business is the operation of a restaurant with ancillary sale of baked goods, including but not limited to restaurants such as Kneaders or Subway.

Declarant Restrictive Covenant

. The Stratton Family agrees, upon the full execution of this Agreement and for a period of ninety-nine (99) years thereafter, to restrict the use and expressly limit the leasing of any space in the Stratton Property and the Adjacent Property to general office use only. The Stratton Family further agrees not to lease any space in the Stratton Property and the Adjacent Property to any tenant that is or was, within the twelve (12) months prior to the date of such proposed lease in the Stratton Property or the Adjacent Property, leasing space in the Shopping Center Property, including the Leasehold Property, without the written consent of Declarant. The "Declarant Restrictive Covenant" and the Harmon City Restrictive Covenant shall collectively be referred to herein as the "Restrictive Covenants"). The Declarant Restrictive Covenant is for the benefit of the Declarant.

Insurance

. Each Party shall provide at its expense, and keep in full force during term of this Agreement, commercial general liability insurance from a responsible company or companies, with at least the coverage provided by a "combined single limit" of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in the aggregate, for bodily injury, death and property damage occurring or by reason of activities on the Easement Property. Each Party shall provide the other Party with evidence that the required insurance coverage is in force.

Indemnification

. Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, successors and assigns, from and against any and all liability, damages, expenses, causes of action, suits, claims, or judgments arising from personal injury, death, or real or personal property damage which may be claimed or asserted against the other Party, its officers, directors, successors or assigns or the Properties, including, without limitation, reasonable attorneys' fees and costs, on account of the construction of the Improvements or the breach of this Agreement by such Party; except for claims arising from the gross negligence, willful misconduct or breach of this Agreement by the other Party, its officers, directors, successors, or assigns.

Default by a Party

. If any Party fails to comply with the provisions of this Agreement contained in Sections 3, 4, or 5, any other Party may (but is not obligated to), after giving at least thirty (30) days' written notice to the defaulting Party, perform or cause to be performed such work or pay such sums as are necessary to comply with the terms of this Agreement. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by the performing Party in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of sixteen percent (16%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the performing Party by the defaulting Party on written demand.

Duration

. This Agreement shall constitute covenants that run with the land for the benefit of the respective parties or land as set forth in this Agreement and shall be binding upon the owner of the Harmon Property, the owner of the Stratton Property, the owner of the Adjacent Property, the owner of the Orchard Properties to the extent it affects the Shopping Center Property, and their successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Easement Property (for the term of the Easement) or the area encumbered by the Restrictive Covenants (for the term of the Restrictive Covenants). On and after the date any owner transfers (other than merely for purposes of security) or is otherwise divested of such owner's interest in any such property, such owner shall be relieved of all liabilities and obligations under this Agreement related to such property, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture.

Representations of the Stratton Family

. The Stratton Family represents and warrants that the Easement shall only be used as a joint access easement for pedestrian and vehicular ingress and egress on, over, and across the Easement Property. The Stratton Family represents that the Stratton Property is free and clear of all liens and any encumbrances that would materially adversely affect Declarant and Harmon City's use of the Easement. The Stratton Family represents that the Stratton Property is free and clear of all liens and any encumbrances that would materially adversely impair Harmon City's benefit from the Harmon City Restrictive Covenant. The Stratton Family represents that the Stratton Property and the Adjacent Property are free and clear of all liens and any encumbrances that would materially adversely impair the Declarant's benefit from the Declarant Restrictive Covenant.

13. Representation of Harmon City. Harmon City represents that the Harmon Property is free and clear of all liens and any encumbrances that would materially adversely affect the use of the Easement by the Stratton Family. Harmon City represents and warrants that the Easement shall only be used as a joint access easement for pedestrian and vehicular ingress and egress on, over, and across the Easement Property.

Attorneys' Fees

. In the event any action is commenced by any party against another party in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses,

including reasonable attorneys' fees. The Parties acknowledge and agree that this Section 14 shall apply to any action commenced by Declarant in connection with this Agreement.

15. Declarant and Manager Approval. Notwithstanding any section to the contrary in this Agreement, the effectiveness of this Agreement is conditioned upon (i) the consent of the Declarant, who is the declarant under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North, recorded October 28, 1997 as Entry Number 85053 in the official records of the Utah County Recorder's office or as therein amended (the "Declaration"), and (ii) the acknowledgement of the Manager under the Declaration. Notwithstanding any section to the contrary in this Agreement, the effectiveness of the Stratton Easement is further conditioned upon compliance with the terms of the Declaration to the extent it applies to the Easement Property or this Agreement. The Parties expressly acknowledge and agree that they shall comply with the terms of the Declaration to the extent it applies to the Easement Property or this Agreement.

Incorporation of Recitals and Exhibits

. The Recitals located at the beginning of this Agreement are incorporated herein by this reference. The Exhibits attached to this Agreement are also hereby incorporated into this Agreement. In the event of any conflict between the legal descriptions in the Exhibits and the depictions of the same property, the depictions shall control.

Amendments.

18. The recitals and Sections 1(a), 1(b), 1(c), 2, 3, 4, 5, 6, 8, 9, 10, 11-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Harmon Property. The recitals and Section 6 of this Agreement may not be amended without a written and recorded instrument signed by Harmon City (or its successors of its business or assignees). The recitals and Sections 1(a), 1(b), 1(c), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Stratton Property. The recitals and Sections 1(c), 6, 7, 9, 11, 12, 14, 15, 16, 17-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Adjacent Property. The recitals and Sections 1(a), 1(b), 1(c), 2, 4, 7, 11, 12, 14, 15, 16, 17-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Shopping Center Property. The Parties may amend the Agreement as so long as any such amendment(s) is not prohibited by the Declaration. The Parties expressly acknowledge and agree that no amendment by the Parties, its successor and assigns, shall be in contradiction or interfere with any provision of the Declaration.

Entire Agreement

. This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. The parties represent and warrant that there are no other easement rights and/or restrictive covenants herein conveyed except as defined in Sections 1, 6, and 7.

Applicable Law

. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

Authority

. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned each further represents and warrants that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for such party, enforceable in accordance with its terms.

Captions

. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

No Relationship

. The parties hereto do not, by this Agreement nor by either parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

No Waiver

. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

No Dedication

. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Properties to the general public or for the use by or benefit of the general public for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein. The parties acknowledge that public dedication of any form is expressly prohibited by the Declaration.

Notices

(a) . All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by fax, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by express delivery service, freight prepaid. Notices shall be delivered or addressed to the parties at the following addresses, or at such other address as a Party may designate in writing:

The Stratton Family: Karen Abbott, Allen & Ann Perry Properties, LLC, Chad & Diane Stratton Properties, LLC, Cynthia Stratton Properties, LLC, J&N McNeil Properties, LLC, and Connie Stratton

1149 W. Center St.
Orem Utah 84057

Harmon City: Harmon City, Inc.
3540 S. 4000 W., Suite 500
West Valley City, Utah 84120
Attention: CFO

With a copy to: Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, Utah 84111
Attention: Cristina Coronado

The Parcels at The Orchards, LLC:
The Parcel at The Orchards, LLC
221 Gough Street, Suite 206
San Francisco, California 94102

The Orchards Shopping Center, LLC:
The Orchards Shopping Center, LLC
221 Gough Street, Suite 206
San Francisco, California 94102

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date of actual receipt, if the notice is sent by fax, through the United States mail or by express delivery service.

Partial Invalidity

. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Counterparts

. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

[Signature pages follow]

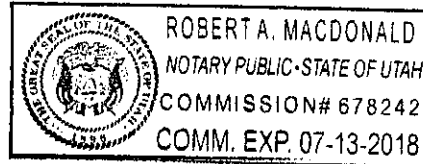
CHAD & DIANE STRATTON PROPERTIES,
LLC

Chad Stratton, Manager
By: CHAD STRATTON, Manager

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 24th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared CHAD STRATTON, Manager of CHAD & DIANE STRATTON PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Robert A. Macdonald
Notary Public
Residing at: Springville, Utah



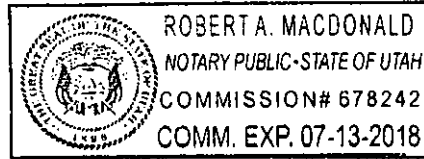
CYNTHIA STRATTON PROPERTIES, LLC

Cynthia Stratton, Common manager
By: CYNTHIA STRATTON, Manager

STATE OF UTAH)
)
) SS:
)
COUNTY OF UTAH)

On this 24th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared CYNTHIA STRATTON, Manager of CYNTHIA STRATTON PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Robert A. Macdonald
Notary Public
Residing at: Springville, Utah



HARMON CITY, INC.

By: JOHN W. WARD, Chief Financial Officer

STATE OF)
)
) SS:
)
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN W. WARD, on behalf of HARMON CITY, INC., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 29th day of November, 2016.

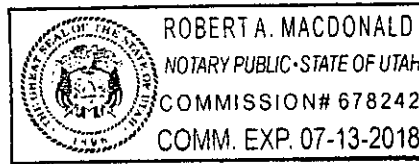
Karen Abbott by
Daniel T. LaFontaine - her
KAREN ABBOTT attorney in fact

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 29th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared KAREN ABBOTT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Macdonald

Notary Public
Residing at: Springville, Utah



[Signature]

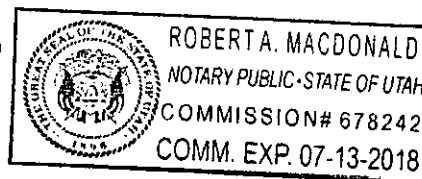
CONNIE STRATTON

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 29th day of November, 2016, before me, a Notary Public, personally appeared CONNIE STRATTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Macdonald

Notary Public
Residing at: Springville, Utah



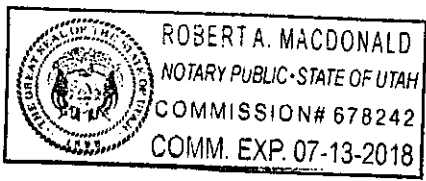
ALLEN & ANN PERRY PROPERTIES, LLC

Ann Perry
By: ANN PERRY, Manager

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 29th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared ANN PERRY, Manager of ALLEN & ANN PERRY PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Robert A. MacDonald
Notary Public
Residing at: Springville, Utah



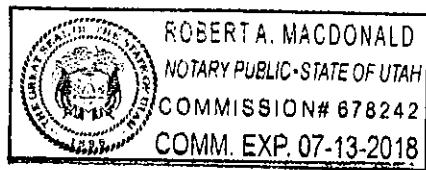
J&N MCNEIL PROPERTIES, LLC

Nancy McNeil Manager
By: NANCY MCNEIL, Manager

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On this 29th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared NANCY MCNEIL, Manager of J&N MCNEIL PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Robert A. MacDonald
Notary Public
Residing at: Springville, Utah



CYNTHIA STRATTON PROPERTIES, LLC

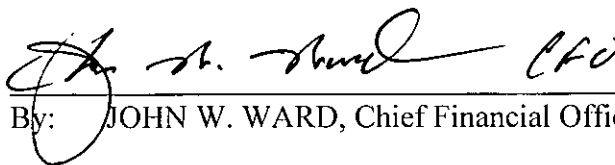
By: CYNTHIA STRATTON, Manager

STATE OF)
)
)
COUNTY OF)
)
)
)
)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared CYNTHIA STRATTON, Manager of CYNTHIA STRATTON PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

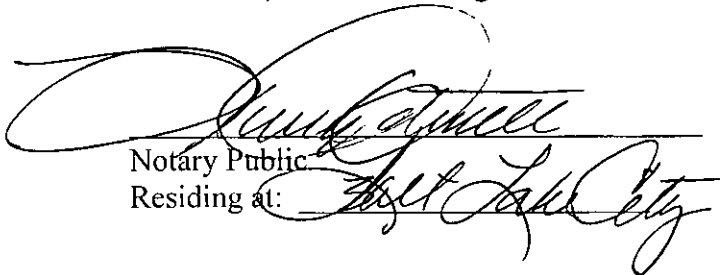
Notary Public _____
Residing at: _____

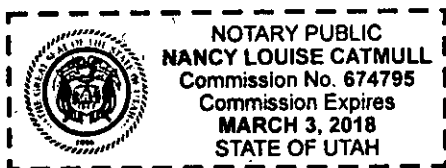
HARMON CITY, INC.


By: JOHN W. WARD, Chief Financial Officer

STATE OF Utah)
)
)
COUNTY OF Salt Lake)
)
)
)

On this 18 day of November, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN W. WARD, on behalf of HARMON CITY, INC., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.


Notary Public _____
Residing at: Salt Lake City



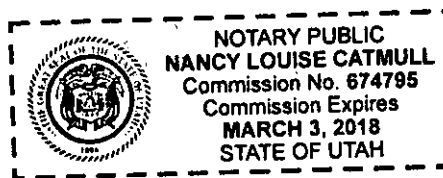
HARMON CITY, INC.

By: John W. Ward CFO
JOHN W. WARD, Chief Financial Officer

STATE OF Utah)
) SS:
COUNTY OF Salt Lake)

On this 18 day of December, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN W. WARD, on behalf of HARMON CITY, INC., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Nancy Louise Catmull
Notary Public
Residing at: Salt Lake City



DECLARANT CONSENT

The Parcels at The Orchards, LLC, a Delaware limited liability company, and The Orchards Shopping Center, LLC, a Delaware limited liability company, collectively as the successor Declarant under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North recorded on October 28, 1997 as Entry Number 85053, as amended, consents to the execution and recording of the Agreement Establishing a Joint Access Easement and Restrictive Covenants to which this Declarant Consent is attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

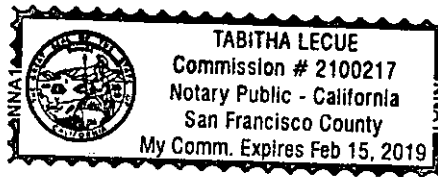
The Parcels at The Orchards, LLC

By: [Signature]
 Title: vice president

STATE OF California)
)
 SS:
 COUNTY OF San Francisco

On this 21st day of November, 2016, before me, the undersigned, a Notary Public, personally appeared Navey Lay, on behalf of THE PARCELS AT THE ORCHARDS, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

[Signature]
 Notary Public
 Residing at: San Francisco

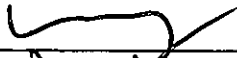


MANAGER ACKNOWLEDGEMENT

The undersigned, constituting the Manager under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North recorded on October 28, 1997 as Entry Number 85053, as amended, acknowledges the execution and recording of the Agreement Establishing a Joint Access Easement and Restrictive Covenants to which this Declarant Consent is attached.

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The Parcels at The Orchards, LLC


By: Ngway Lay
Title: Vice-President

STATE OF (California) SS:
COUNTY OF San Francisco

On this 28th day of November, 2016, before me, the undersigned, a Notary Public, personally appeared Ngway Lay, on behalf of THE PARCELS AT THE ORCHARDS, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: San Francisco

A notary officer completing this certificate verifies only the identify of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

The Orchards Shopping Center, LLC

[Signature]
By: Nguey Lay
Title: vic-president

STATE OF California
COUNTY OF San Francisco SS:

On this 21st day of November, 2016, before me, the undersigned, a Notary Public, personally appeared Nguey Lay, on behalf of THE ORCHARDS SHOPPING CENTER, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public
Residing at: San Francisco

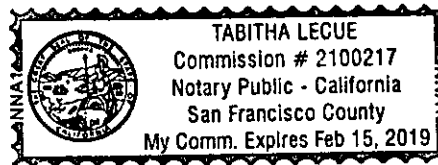


EXHIBIT "A"
EASEMENT PROPERTY DESCRIPTION

COMMENCING AT A POINT LOCATED SOUTH 00°27'08" EAST ALONG THE SECTION LINE 55.21 FEET AND EAST 632.58 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 SOUTH, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°43'23" EAST ALONG 800 NORTH STREET 40.00 FEET; THENCE SOUTH 177.43 FEET; THENCE WEST 40 FEET; THENCE NORTH 177.23 FEET TO THE POINT OF BEGINNING.

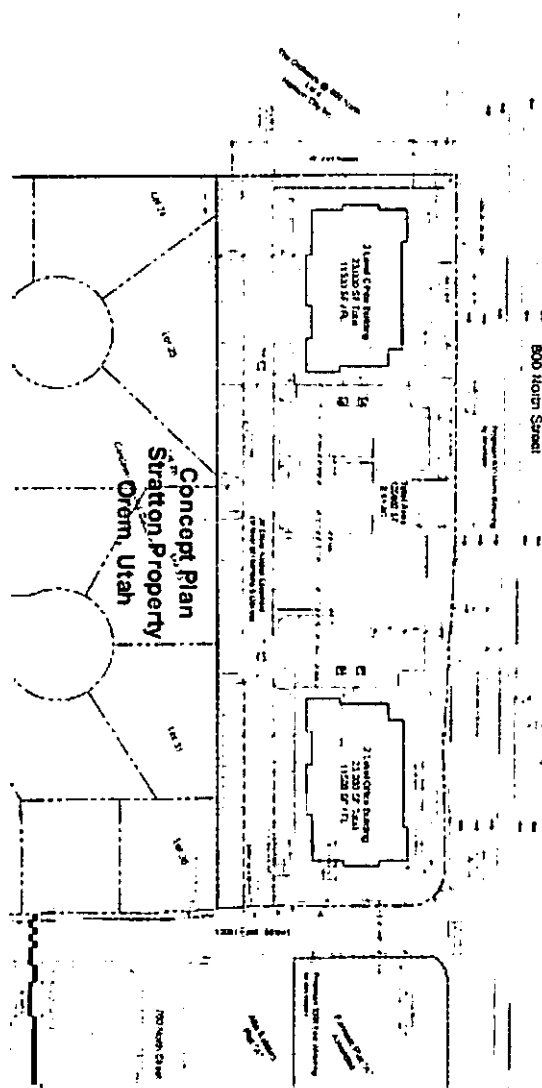


EXHIBIT "B"
DEPICTION OF THE STRATTON PROPERTY AND ADJACENT PROPERTY

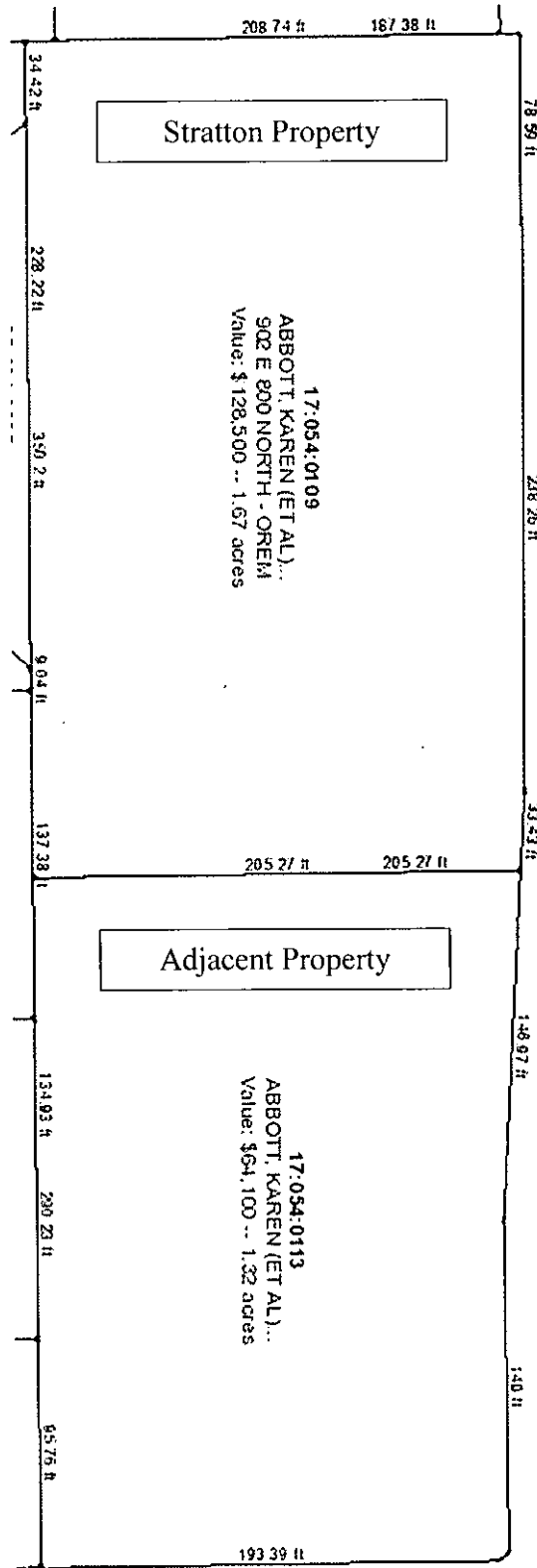
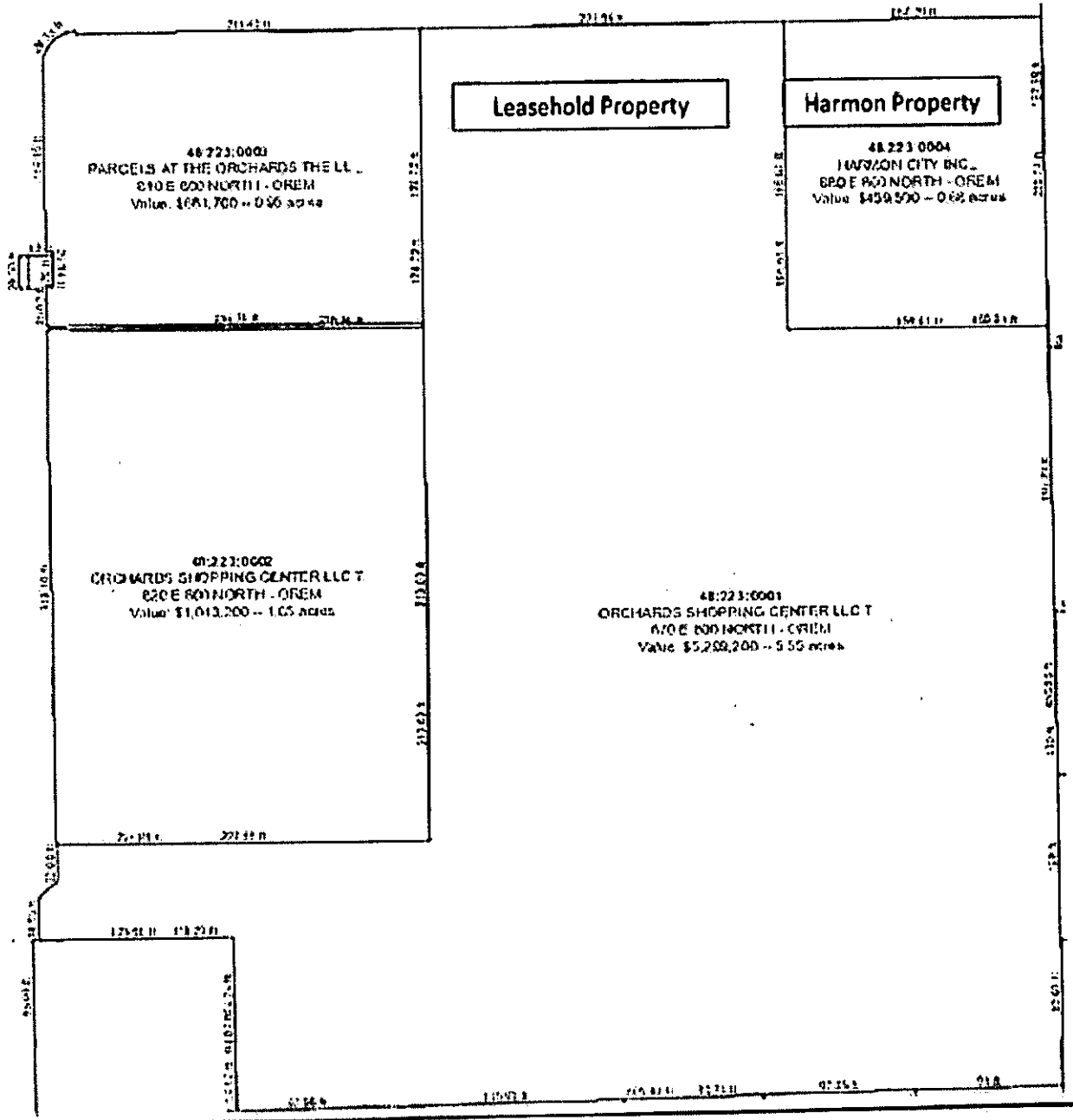


EXHIBIT "C"
DEPICTION OF THE HARMON PROPERTY AND LEASEHOLD PROPERTY



I, **Karen Abbott**, of **50 EAST 3900 NORTH, PROVO UTAH 84604**, as Principal (hereinafter referred to as "Principal") have this day appointed my Son-In-Law, **Daniel T. LaFontaine**, of **50 EAST 3900 NORTH, PROVO UTAH 84604**, to serve as my Agent (hereinafter referred to as "Agent") and to exercise the powers set forth below.

By this instrument I intend to create a Durable Power of Attorney. I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as Principal, except the Powers of Attorney dated October 29, 2014, and terminate all agency relationships created thereunder, including those of all alternate Agents named therein, if any.

SECTION 1. TRIGGERING EVENT

This instrument shall be **effective upon the commencement of my Church Service Mission, which is anticipated to begin June 01, 2015.**

SECTION 2. ASSET POWERS

My Agent is authorized in my Agent's sole and absolute discretion:

2.1. POWER TO SELL, MORTGAGE, LEASE, GIFT OR TRANSFER REAL ESTATE

2.1.1. Power to Sell Real Estate - To sell my real estate located at **433 EAST 1790 NORTH, PLEASANT GROVE UTAH 84062** more fully described on Exhibit 1 attached hereto and made a part hereof, or any other real estate that I may own from time to time (hereinafter referred to as "Real Estate") upon such terms and conditions as my Agent shall deem appropriate, to accept promissory note(s) in such amounts, at such interest rates, and for such terms as my Agent shall deem appropriate, and to accept as security for such note(s) a mortgage on the Real Estate.

2.1.2. Power to Mortgage Real Estate - To mortgage and/or convey by deed of trust or otherwise encumber any Real Estate now or hereafter owned by me.

2.1.3. Power to Manage and Lease Real Estate - To lease or evict tenants and other persons from and to recover possession of my Real Estate by all lawful means; to do any act of management and conservation; to pay, compromise or contest tax assessments and to apply for refunds in connection therewith; to hire assistance; to subdivide and develop; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve all or any part thereof; to obtain or vacate plots and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien.

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2.1.4. Power to Gift Real Estate - To make gifts either outright or in trust of any Real Estate I may own consistent with the power set forth in the subsection titled "Power to Make Gifts" below.

2.1.5. Power to Transfer Real Estate - To make transfers of any Real Estate I may own as a part of a divestment strategy to make me eligible for Medicaid, Veterans Administration, SSI benefits or other similar federal or state benefits.

2.2. POWER TO SELL - To sell any of my real, personal, or intangible property upon such terms, conditions and security as my Agent shall deem appropriate.

2.3. DISPOSAL OF PROCEEDS OF SALE - To dispose of the proceeds of sale in any manner as my Agent shall deem appropriate.

2.4. USE CREDIT CARDS - To use my credit card(s) and to sign charge slips.

2.5. POWER TO INVEST - To invest and reinvest in real, personal, or intangible property, including common stocks, securities of all kinds, bonds, debentures, notes (secured or unsecured), interests in limited partnerships, real estate, interest in trusts, investment trusts, and to participate in common, collective, or pooled trust funds, or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell and terminate any investments, whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds.

2.6. SECURITIES AND BROKERAGE ACCOUNTS - My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time with respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights, and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my Agent or to others, and in such name and form, including his or her own, as he or she may direct; to instruct my broker to make payment of monies from my accounts with my broker, and to receive and direct payment therefrom payable to him or her or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s); and to make any and all agreements with my broker with reference thereto for me and on my behalf.

My Agent may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

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I authorize my Agent to execute on my behalf any powers of attorney in whatever form which may be required by any stockbroker with whom I have deposited any securities.

2.7. POWER TO EXERCISE RIGHTS IN SECURITIES - To exercise all rights with respect to securities.

2.8. POWER TO EXECUTE FURTHER POWERS OF ATTORNEY - To execute further Powers of Attorney appointing my Agent or some other person.

2.9. POWER TO EXERCISE RIGHTS IN GOVERNMENTAL SECURITIES - To sell, buy, cash in, or redeem government securities.

2.10. POWER TO DEMAND AND RECEIVE - To demand, arbitrate, settle, sue for, collect, receive and deposit for my benefit all cash, rights to the payments of cash, property rights, and/or benefits to which I am now or may in the future become entitled. For purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee."

2.11. COMPROMISES AND DISCHARGES - To make such compromises, releases, settlements and discharges with respect to claims on my behalf or against me as my Agent shall deem appropriate.

2.12. ELECTIVE SHARE - To exercise my right to an elective share against the estate of my spouse pursuant to Utah Code 75-2-202.

2.13. POWER WITH RESPECT TO EMPLOYMENT BENEFITS

2.13.1. Contribute - To create and contribute to an IRA, 401k, or other employee benefit plan (including a plan for a self-employed individual) for my benefit.

2.13.2. Payment Option - To select any payment options under any IRA or employee benefit plan in which I am a participant (including plans for self-employed individuals) or to change options I have selected.

2.13.3. Beneficiary Designations - To make and change beneficiary designations.

2.13.4. Rollover - To make "rollovers" of plan benefits into other retirement plans.

2.13.5. Borrow and Sell - To borrow money from the Plan and/or to purchase assets from and sell assets to my retirement plan, if authorized by any such plan.

2.13.6. Withdrawal - To withdraw funds from any IRA or employee benefit plan.

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2.13.7. Liquidate - To liquidate or terminate any IRA or employee benefit plan.

2.13.8. Convert - To convert a traditional IRA into a Roth IRA.

2.14. POWER WITH RESPECT TO BANKS

2.14.1. Accounts - To make, receive, and endorse checks and drafts, deposit and withdraw funds, and acquire and redeem certificates of deposit in banks, savings and loan associations, and other institutions; execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; and have the authority to conduct banking transactions.

2.14.2. Safe Deposit Box - To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box; and to terminate any and all contracts for such boxes.

2.15. POWER WITH RESPECT TO LEGAL AND OTHER ACTIONS - To institute, supervise, prosecute, compromise, arbitrate, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings and attachments involving me.

2.16. POWER TO BORROW MONEY

2.16.1. Borrow Money - To borrow money upon such terms and conditions as my Agent shall deem appropriate and to secure such borrowing by the granting of a security interest in any of my property.

2.16.2. Borrow Money on Life Insurance - To borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans. No insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds by my Agent.

2.17. POWERS WITH RESPECT TO TRUSTS

2.17.1. Power to Establish, Amend, Terminate and Fund Trusts - To execute a revocable or irrevocable trust agreement under any terms that my Agent deems to be in my best interest and/or in the best interest of my family, and the trust may, if permitted by its terms, be revoked or amended by me or my Agent; to deliver and convey any or all of my assets to the trustee; or to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter. The trust which my Agent may amend or revoke is my trust named "**Abbott Family Trust dated October 29th, 2014.**"

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2.17.2. Power to Fund Trusts Created by the Principal - To transfer to the trustee of any revocable or irrevocable trust agreement created by me or my Agent before or after the execution of this instrument, any or all of my cash, property, or interests in property, including any rights to receive income from any source.

2.17.3. Power to Withdraw Funds from Trusts - To withdraw and/or receive the income or principal of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or principal so received. A trust referenced in this paragraph is "**Abbott Family Trust dated October 29th, 2014.**"

2.18. POWER TO RENOUNCE AND RESIGN FROM FIDUCIARY POSITIONS - To renounce any fiduciary positions to which I have been or may be appointed or elected, to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction, or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

2.19. POWER TO DISCLAIM, RENOUNCE, RELEASE OR ABANDON PROPERTY INTERESTS - To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift or testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, and, in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

2.20. POWER WITH RESPECT TO INSURANCE - To insure my life or the life of anyone in whom I have an insurable interest; to continue life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support; to purchase long-term care insurance on my behalf and to maintain such insurance and pay premiums as due; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability and to pay the premiums therefore; to pursue claims thereunder; to designate and change beneficiaries of insurance policies insuring my life and of any annuity contract in which I have an interest; to transfer ownership of any insurance policies covering my life or of any annuity contracts in which I may have an interest; to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

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2.21. POWER WITH RESPECT TO TAXES - To represent me in all tax matters; to sign a form 2848; to prepare, sign and file federal, state, and/or local income, gift and other tax returns of all kinds, including claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax-related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and including consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds before all officers of the Internal Revenue Service and state and local authorities; to engage, compensate and discharge attorneys, accountants, and other tax and financial advisers and consultants; to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

2.22. POWER TO MAKE LOANS

2.22.1. Power to Lend - To lend money and property at such interest rate, if any, upon such terms and conditions, and with such security, if any, as my Agent deems appropriate; to renew, extend and modify any loan or loans that I have previously made; to guarantee the obligations of any person I know and cherish; and to consent to the renewal, extension and modification of such obligations.

2.22.2. Power to Lend to Agent - My Agent is specifically authorized to make loans of my money or property to any of my descendants, including a descendant of mine who is serving as my Agent.

2.23. POWER TO MAKE GIFTS - To make gifts either outright or in trust (including the forgiveness of indebtedness); to the extent reasonably possible, my Agent shall avoid disrupting the dispositive provisions of my estate plan, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. However, such gifts shall be limited as follows:

2.23.1. Donees - My Agent is authorized to make gifts in accordance with the dispositive provisions of my Will and/or Living Trust or, if my Agent is unable to make gifts exactly in accordance with the dispositive provisions of my Will and/or Living Trust, then as close as is practical.

2.23.2. Gift Tax Annual Exclusion - Except as may be required for my qualification for public benefits as hereinafter discussed, my Agent shall not make any gifts which are not excluded from gift tax by my federal gift tax annual exclusion (unless my spouse has agreed to consent to "gift-splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax

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by the federal gift tax annual exclusions available to my spouse and me), and this annual right shall be non-cumulative and shall lapse at the end of each calendar year.

2.23.3. Education Expenses - To make additional gifts to pay for educational expenses of any descendant of mine. Educational expenses include: education at vocational or trade schools, training in music, stage, arts and sports; special training provided at institutions for the mentally or physically handicapped; undergraduate and graduate study in any field at public or private universities, colleges or other institutions of higher learning; tuition, books and incidental charges made by any educational institution, travel costs to and from any such institution, room and board, and a reasonable amount of spending money.

2.23.4. Gifts to Charities - To make gifts to charities, provided such gifts qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

2.23.5. Qualification for Public Benefits - To make gifts without limitation as to amount in order to facilitate my qualification for government benefits for my long-term health care and nursing home needs. Such gifts shall be irrevocable, and my Agent is authorized to make such gifts so long as my long-term care is reasonably provided for by my Agent from the assets subject to this Power or otherwise, during the time period I would be disqualified from receiving long-term care and/or medical assistance under the State of Utah "Medicaid" program, Veterans program, or other public assistance program. Any gifts made pursuant to this subsection are to be made to those individuals who would take my assets pursuant to my then-existing testamentary plan, or, if I have no existing testamentary plan, according to the Intestacy Laws of the State of Utah. Any gifts may be made outright or in trust. Any gifts made pursuant to this subsection by my Agent may also include a gift to my Agent so long as the gift is made in the same manner as my established estate plan, if I have one, or pursuant to the Intestacy Laws of the State of Utah (Utah Code, Title 75, Chapter 2).

2.23.6. Gifts to Agent - To make gifts to himself or herself under this Section, notwithstanding the fact that my Agent is a fiduciary under this instrument.

2.24. CATASTROPHIC ILLNESS POWERS - To protect my assets in any manner which my Agent in his or her sole and absolute discretion deems to be appropriate to qualify me for Medicaid, Veterans Administration, SSI benefits, or other similar federal or state benefits (hereinafter referred to as "Government Benefits"). The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets.

SECTION 3. STANDARD OF LIVING

My Agent is authorized in my Agent's sole and absolute discretion:

3.1. MAINTAIN STANDARD OF LIVING - To do whatever my Agent deems to be necessary to maintain my customary standard of living; to provide living quarters by purchase, lease or other arrangement or to pay the operating costs of my present living quarters,

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including rent, interest, amortization payments, repairs and taxes; to provide appropriate domestic help for the operation of my household; and to provide clothing, transportation, medicine, food and incidentals.

3.2. PROTECT OR DISPOSE OF PROPERTY - If, in the judgment of my Agent, I will never be able to return to my home from a hospital, nursing home, convalescent home or similar establishment:

3.2.1. Dispose of Home - To lease, sublease or assign my interest as lessee in any lease, or protect, sell or otherwise dispose of my home for such price and upon such terms, conditions, and security, if any, as my Agent shall deem appropriate.

3.2.2. Tangible Personal Property - To store, safeguard or sell for such price and upon such terms, conditions, and security, if any, as my Agent shall deem appropriate; or otherwise to dispose of any items of tangible personal property remaining in my living quarters which my Agent believes I will never need again.

3.2.3. Inter Vivos Delivery to Will Beneficiary - To transfer custody and possession of my tangible personal property to the person(s), if any, named in my Will as the recipient of such property.

3.3. POWER TO MAKE ADVANCE FUNERAL ARRANGEMENTS - To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker.

3.4. POWER TO CHANGE DOMICILE - To establish a new residency or domicile for me, from time to time and at any time, within or without the state and within or without the United States, for such purposes as my Agent shall deem appropriate.

SECTION 4. INCIDENTAL POWERS

My Agent is fully authorized:

4.1. RESORT TO COURTS - To seek on my behalf and at my expense:

4.1.1. Declaratory Judgment - A declaratory judgment from any court of competent jurisdiction interpreting the validity of any or all acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument;

4.1.2. Mandatory Injunction - A mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me;

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4.1.3. Actual and Punitive Damages - Actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

4.2. HIRE AND FIRE - To employ, compensate and discharge such domestic, medical and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, care managers, servants and employees as my Agent deems appropriate.

4.3. SIGN DOCUMENTS, ETC. - To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments of conveyance of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates.

4.4. POWER TO DO MISCELLANEOUS ACTS - To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities, and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine, or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment.

4.5. WAIVER OF CONFIDENTIALITY - This instrument shall constitute a limited waiver of the attorney-client privilege which I may have established with any attorney. The privilege is waived for the limited purpose of permitting my attorney to release any and all information to my Agent which is necessary to assist my Agent in performing his or her duties.

4.6. DELEGATION OF AUTHORITY - My Agent may delegate any of the powers set forth herein to a third party to be selected by my Agent for the limited purpose of completing a specific task. If my Agent elects to make such delegation, the delegation shall be in writing by my Agent. The writing shall set forth the specific power or powers to be delegated and the length of time that the delegation shall last or the conditions that must be fulfilled for the delegation to terminate.

4.7. APPOINTMENT OF SUCCESSOR ALTERNATE AGENT - If neither my Agent nor any alternate Agent is able or willing to serve or to continue to serve, then either my Agent or any alternate Agent shall have the authority to name a successor alternate Agent. The nomination of such successor alternate Agent shall be by writing. My successor alternate Agent may then execute and deliver an affidavit that my Agent and alternate Agent(s) are unwilling or unable to serve or to continue to serve, and such affidavit shall be conclusive evidence insofar as third parties are concerned of the facts set forth therein, and, in such event, any person acting in reliance upon such affidavit and such written nomination of successor alternate Agent, shall incur no liability to my estate because of such reliance.

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SECTION 5. THIRD PARTY RELIANCE

For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency or other party (all of whom will be referred to in this Section as a "Person") to act in accordance with this instrument, I hereby represent, warrant and agree that:

5.1. THIRD PARTY LIABILITY FOR REVOCATION AND AMENDMENTS - If this instrument is revoked or amended for any reason, I will hold any person or corporation harmless for any loss suffered or liability incurred by such Person while acting in accordance with the instructions of my Agent acting under this instrument, prior to the receipt by such Person of actual notice of revocation or amendment of this instrument.

5.2. NO LIABILITY TO THIRD PARTIES FOR RELIANCE ON AGENT - No Person, who acts in reliance upon any representations my Agent may make as to: (1) the fact that my Agent's powers are then in effect; (2) the scope of my Agent's authority granted under this instrument; (3) my competency at the time this instrument is executed; (4) the fact that this instrument has not been revoked; or (5) the fact that my Agent continues to serve as my Agent, shall incur any liability to me, my estate and my heirs or assigns for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible for determining or ensuring the proper application of funds or property.

5.3. AUTHORIZATION TO RELEASE INFORMATION TO AGENT - All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me for complying with my Agent's requests.

SECTION 6. DURABILITY PROVISIONS

This Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal. A Principal shall be under a disability if he or she is unable to manage his or her property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

This Power of Attorney shall expire when I return to the country from my Church Service Mission, or at an earlier time if revoked by me in writing. It is anticipated that I will be out of the country for a period of 2 years.

SECTION 7. ADMINISTRATIVE PROVISIONS

The following provisions shall apply:

7.1. COMPENSATION OF AGENT - My Agent shall serve without compensation for services rendered in the discharge of my Agent's duties but shall be entitled to

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reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

7.2. NOMINATION OF AGENT AS CONSERVATOR AND GUARDIAN FOR PRINCIPAL - To the extent that I am permitted by law to do so, I herewith nominate, constitute and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, and, if I am not permitted by law to so nominate, constitute and appoint, I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator, or similar representative for me give the greatest possible weight to this request.

7.3. ALTERNATE AGENTS AS ALTERNATE CONSERVATOR/GUARDIAN - If my Agent is unwilling or unable to serve or to continue to serve in such capacity then I nominate, constitute and appoint my alternate Agent to serve in such capacity, and, if I am not permitted by law to so nominate, constitute and appoint, I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request.

7.4. WAIVER OF CERTAIN FIDUCIARY RESPONSIBILITIES - My Agent is hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate, or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument in my Agent's individual capacity so long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate.

My Agent shall not be required to comply with the "Prudent Investor" rule. I expressly authorize my Agent to retain any asset purchased or acquired by me.

7.5. AGENT TO CONTINUE IF GUARDIAN/CONSERVATOR APPOINTED - No part of this power of attorney shall be revoked or become inoperative upon the appointment of a conservator or a guardian, unless specifically so ordered by a court of competent jurisdiction.

7.6. SEVERABILITY - If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

7.7. GOVERNING LAW AND APPLICABILITY TO FOREIGN JURISDICTION - This instrument shall be governed by the laws of the State of Utah in all respects, including its validity, construction, interpretation and termination, and, to the extent permitted by law, shall be applicable to all property of mine, whether real, personal, intangible and/or mixed, wherever and in whatever state of the United States or foreign country the situs of

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such property is at any time and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

7.8. DEFINITIONS

7.8.1. Agent - Whenever the word "Agent" is used in this instrument, it shall include the singular or the plural and the masculine, the feminine, or the neuter gender thereof.

7.8.2. Guardian or Conservator - Whenever the word "Guardian" or "Conservator" is used in this instrument, such word shall be held and taken to mean respectively the fiduciary (appointed by a court of competent jurisdiction or by other lawful means) responsible for the person and/or the property of an individual.

7.8.3. Descendants - Whenever the word "Descendants" is used in this instrument, such word shall mean respectively children, grandchildren and other lineal issue of all degrees of the designated ancestor. References to "descendants," "child," or "children" shall include adopted children, stepchildren, and children born out of wedlock.

7.9. REVOCAION, REMOVAL, AMENDMENT AND RESIGNATION - This instrument may be amended or revoked by me. My Agent and any alternate Agent may be removed by me at any time by my execution of a written instrument of revocation, amendment or removal delivered to my Agents and to all alternate Agents. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent and any alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an alternate Agent, by delivery to my Agent.

7.10. COUNTERPART ORIGINALS - This instrument has been executed in multiple counterpart originals. All such counterpart originals shall have equal force and effect.

7.11. PHOTOCOPIES - My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original.

7.12. SEPARATION OR DIVORCE - If my spouse has been appointed my Agent or an alternate Agent hereunder, and, subsequent to the execution of this instrument, my spouse and I are legally separated or divorced, or such proceeding is pending, then such pending proceeding or actual legal separation or divorce shall automatically remove my spouse as Agent or alternate Agent.

7.13. TEMPORARY UNAVAILABILITY OF AGENT - If my Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for my Agent to serve as Agent for a temporary period of time, then the power of my Agent shall pass to the next designated Agent for such temporary period of

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time. The temporary passage of powers from my Agent to the alternate Agent shall be described by my Agent in a writing bearing a notarial acknowledgment which specifies the time period during which the alternate Agent shall be authorized to act under this instrument. The powers of my Agent shall be restored to my Agent at the expiration of the time described in such writing.

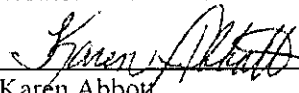
7.14. APPOINTMENT OF ANCILLARY AGENT - If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney (such Agent or Agents being hereinafter referred to in the aggregate as "Ancillary Agent"), my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment. My Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

7.15. AGENTS RESIGNATION - If the situation arises wherein my Agent desires to resign as my Agent, there is no alternate Agent named in this instrument who is willing and able to serve as my Agent, and I am incapacitated at the time of such resignation, then upon such resignation my Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent, such appointment to be made in a written instrument that shall be: (1) signed by my Agent; (2) delivered to my substitute Agent; and (3) attached to this instrument.

7.16. ALTERNATE AGENT'S AUTHORITY TO APPOINT ALTERNATE AGENT - If I should become incapacitated with no alternate Agent named in this instrument who is willing and able to serve as my Agent, then my Agent or alternate Agent then-serving shall appoint a successor alternate Agent. It is my intention that at all times I shall have an Agent and a successor alternate Agent named. Such appointment to be made in a written instrument that shall: (a) specify the event or events upon which such substitution shall become effective; (b) be signed by my Agent; (c) be delivered to my substitute Agent; and (d) be attached to this instrument.

7.17. ACCOUNTING - I direct that my Agent provide my spouse, children and/or professional advisors all accountings, in writing, of my Agent's financial and property transactions relating to my assets, property or income in reasonable detail and with specific supporting documentation. My Agent shall provide these accountings on demand. However, any person(s), other than the Principal, entitled to an accounting under this provision shall have the right to waive such accounting.

IN WITNESS WHEREOF, I have executed this Power of Attorney on this 19 day of May, 2015.



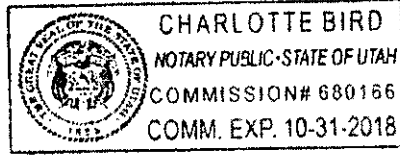
 Karen Abbott

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STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I CERTIFY that on this 19 day of May, 2015, Karen Abbott personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and personally signed the attached document, and
- (b) signed, sealed and delivered this document as her act and deed.



Charlotte Bird

Notary Public
Charlotte Bird

Chris A. Dexter
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