

Loan No. ⁰³²~~257~~ 1077635-01-001

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Department
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attention: Larry R. Hintze

ASSIGNMENT OF JOINT DEVELOPMENT AGREEMENT FOR SECURITY

This Assignment of Joint Development Agreement For Security (the "Agreement") is made and entered into this ^{18th}~~15th~~ day of December, 2008 (the "Closing Date"), by Block 29 Developers, LLC, a Utah limited liability company ("Borrower"), and 200 North Investors, LLC, a Utah limited liability company ("200 North Investors"), in favor of Zions First National Bank, a national banking association ("Lender").

RECITALS

A. Pursuant to a Promissory Note dated the Closing Date (the "Loan") from Borrower to Lender, and which is in the original principal amount of Seventeen Million Eight Hundred Thousand Dollars (\$17,800,000.00) (the "Note"), and pursuant to a Construction Loan Agreement dated the Closing Date, between Borrower and Lender (the "Loan Agreement"), Lender is loaning the proceeds of the Note to Borrower.

B. Pursuant to the Loan Agreement, the Loan is secured, among other things, by a Construction Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date, which encumbers the real property, together with the improvements thereon, located in Utah County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Borrower and the Redevelopment Agency of Provo City Corporation (the "Agency") entered into a Joint Development Agreement on or about March 17, 2008 in connection with the development of the Property, together with all the attachments and exhibits thereto (the "Joint Development Agreement").

D. Pursuant to the Development Agreement, the Agency has agreed to make available to 200 North Investors any and all property tax increments, payments, benefits or proceeds thereof, generated from the Project as provided for under Title 17C, Chapters 1 and 4, of the Utah Code, and in accordance with the four "Taxing Entity Interlocal Agreements" entered into between the Agency

and Provo City, Provo City School District, Utah County, and the Central Utah Water Conservancy District (collectively the "Tax Increments").

E. As a condition to making the Loan, Lender requires an assignment for security of all of Borrower's right, title and interest under the Joint Development Agreement, and all of 200 North Investors' rights, title and interest in the Tax Increments.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower, 200 North Investors, and Lender agree as follows:

1. Assignment and Grant of Security Interest. Borrower hereby assigns, sells, and transfers to Lender all of Borrower's right, title and interest in and to the Joint Development Agreement, and all proceeds thereof and all benefits thereunder, to secure all of Borrower's obligations to Lender under the Note and all other Loan Documents.

200 North Investors hereby assigns, sells, and transfers to Lender all of 200 North Investors' right, title and interest in and to the Tax Increments, and all proceeds thereof and all benefits thereunder, to secure all of Borrower's obligations to Lender under the Note and all other Loan Documents.

2. No Further Assignment. Borrower covenants not to further encumber the Joint Development Agreement, or effect or attempt to effect any other assignment, pledge, mortgage, disposition or other transfer of the Joint Development Agreement, and Borrower hereby undertakes to take all action commercially reasonably necessary to keep the Joint Development Agreement in full force and effect.

200 North Investors covenants not to further encumber the Tax Increments, or effect or attempt to effect any other assignment, pledge, mortgage, disposition or other transfer of the Tax Increments, and 200 North Investors hereby undertakes to take all action commercially reasonably necessary to keep the Tax Increments in full force and effect.

3. Representations and Warranties of Borrower. Borrower represents and warrants to Lender the following: (a) there have been no assignments of the Joint Development Agreement, except to Lender as set forth in this Agreement; (b) the Joint Development Agreement is a valid and binding agreement, enforceable in accordance with its terms; (c) none of the parties to the Joint Development Agreement are, or with the giving of notice or passage of time, or both, would be, in default under the Joint Development Agreement; (d) all covenants, conditions and agreements have been performed as required in the Joint Development Agreement, except those not due to be performed until after the date of this Agreement; (e) Borrower has not and shall not terminate or amend any of the terms or provisions of the Joint Development Agreement without the prior written consent of Lender, which consent shall not unreasonably be withheld, and (f) Borrower shall, in the manner provided for in this Agreement, give notice to Lender of any notice or information that

Borrower receives which indicates that the Agency believes there has been an occurrence, event, omission or act that causes (or with the passage of time would cause) a default or breach under the Joint Development Agreement. Lender shall have the right to cure any default under the Joint Development Agreement and a reasonable time to undertake such cure.

4. Representations and Warranties of 200 North Investors. 200 North Investors represents and warrants to Lender the following: (a) there have been no assignments of the Tax Increments, except to Lender as set forth in this Agreement; (b) none of the parties to the Tax Increments are, or with the giving of notice of passage of time, or both, would be, in default regarding the Tax Increments; (c) all covenants, conditions and agreements have been performed regarding the Tax Increments, except those not due to be performed until after the date of this Agreement; (d) 200 North Investors has not and shall not terminate or amend any of the terms or provisions of the Tax Increments without the prior written consent of Lender, which consent shall not unreasonably be withheld; and (e) 200 North Investors shall, in the manner provided for in this Agreement, give notice to Lender of any notice or information that 200 North Investors receives which indicates that the Agency believes there has been an occurrence, event, omission or act that causes (or with the passage of time would cause) a default or breach regarding the Tax Increments. Lender shall have the right to cure any default regarding the Tax Increments and a reasonable time to undertake such cure. After any default under this Agreement and notice from Lender to 200 North Investors directing the payment of the Tax Increments to Lender, 200 North Investors shall direct all Tax Increment payments be paid directly to Lender, and upon receipt by 200 North Investors of any Tax Increment payment, 200 North Investors agrees to hold the Tax Increment payment in trust for Lender and 200 North Investors will promptly forward the same to Lender.

5. Default. Time is of the essence of this Agreement. The occurrence of any of the following events shall constitute a default under this Agreement:

- a. Any representation or warranty made by or on behalf of Borrower or 200 North Investors in this Agreement is materially false or materially misleading when made;
- b. Borrower or 200 North Investors fail in the payment or performance of any obligation, covenant, agreement or liability created by or contemplated by this Agreement or secured by this Agreement; or
- c. An Event of Default occurs under any of the Loan Agreement or any of the other Loan Documents.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

6. Remedies. Upon the occurrence of any default by Borrower or 200 North Investors under this Agreement, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Agreement:

- a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;
- b. Lender shall have the right to enter upon any premises where the Joint Development Agreement or records pertaining to the Joint Development Agreement may be and take possession of copies of the records and make copies of the records relating thereto;
- c. Lender shall have the right to enter upon any premises where the Tax Increments or records pertaining to the Tax Increments may be and take possession of copies of the records and make copies of the records relating thereto;
- d. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the records relating to the Joint Development Agreement at a place designated by Lender and tender the records to Lender;
- e. Upon request of Lender, 200 North Investors shall, at the expense of 200 North Investors, assemble the records relating to the Tax Increments at a place designated by Lender and tender the records to Lender;
- f. Lender shall have the right to direct that payment of any and all payments under the Joint Development Agreement and the Tax Increments be made directly to Lender and to accept such payments and apply the same to the obligations of Borrower owing to Lender; and
- g. May, in Lender's sole discretion, immediately step into the shoes of Borrower or 200 North Investors under the terms of the Joint Development Agreement and with regard to the Tax Increments, respectively, provided Lender sends a written notice to the Agency consistent with the notice provisions of this Agreement and specifically agrees to perform, or cause to be performed, the obligations of Borrower under the Joint Development Agreement and 200 North Investors under the Tax Increments accruing or arising from and after, and with respect to the period commencing on the effective date of such notice.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Agreement after termination or expiration of the Joint Development Agreement and the Tax Increments, respectively.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

In the event of breach or default under the terms of this Agreement by Borrower, Borrower agrees to pay all reasonable attorneys fees and legal expenses incurred by or on behalf of Lender in enforcement of this Agreement, in exercising any remedy arising from such breach or default, or otherwise related to such breach or default. Borrower additionally agrees to pay all reasonable costs and out-of-pocket expenses.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Joint Development Agreement, the Tax Increments, or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

In the event of breach or default under the terms of this Agreement by 200 North Investors, 200 North Investors agrees to pay all reasonable attorneys fees and legal expenses incurred by or on behalf of Lender in enforcement of this Agreement, in exercising any remedy arising from such breach or default of this Agreement, or otherwise related to such breach or default of this Agreement. 200 North Investors additionally agrees to pay all reasonable costs and out-of-pocket expenses related to the enforcement of this Agreement by 200 North Investors, in exercising any remedy arising from such breach or default of this Agreement by 200 North Investors, or otherwise related to such breach or default of this Agreement.

Regardless of any breach or default, 200 North Investors agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving 200 North Investors, the Tax Increments, or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

7. Amendments to Joint Development Agreement. Borrower covenants to make no changes in the terms or conditions of or to enter into any modification or amendment of the Joint Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld by Lender. Borrower agrees that no change, modification or amendment shall be valid unless it is in writing and has been approved in advance in writing by Lender.

8. Amendments to the Tax Increments. 200 North Investors covenants to make no changes in the terms or conditions of or to enter into any modification or amendment of the Tax Increments without the prior written consent of Lender, which consent shall not be unreasonably withheld by Lender. 200 North Investors agrees that no change, modification or amendment shall be valid unless it is in writing and has been approved in advance in writing by Lender.

9. Attorney-in-Fact. Borrower and 200 North Investors hereby irrevocably constitute and appoints Lender as their respective attorneys-in-fact coupled with an interest to demand, receive, exercise and enforce Borrower's and 200 North Investors' respective rights and options with respect to the Joint Development Agreement and the Tax Increments, to perform under the Joint

Development Agreement and the Tax Increments, and give and receive appropriate payments, releases, subsidies, satisfactions, notices for and on behalf of and in the name of Borrower and 200 North Investors or, at the option of Lender, in the name of Lender, with the same force and effect as Borrower or 200 North Investors as the case may be could do if the assignment under this Agreement had not been made. However, Borrower and 200 North Investors agree that Lender does not assume any of the obligations or duties of Borrower under or with respect to the Joint Development Agreement or of 200 North Investors under or with respect to the Tax Increments. Lender shall not be authorized to act hereunder unless and until Lender shall have given to Borrower and 200 North Investors written notice that Lender is exercising its rights hereunder upon or after the occurrence of an Event of Default as that term is defined in the Loan Agreement. The failure of Lender to so exercise its rights, however, shall not be deemed a waiver of its right to exercise same at any future time.

10. Indemnification. Borrower and 200 North Investors hereby agree to indemnify and hold Lender harmless from and against any and all claims, demands, liabilities, losses, lawsuits, and judgments and expenses (including without limitation attorneys' fees and costs) to which Lender may become exposed, or which Lender may incur, in exercising any of its rights under this Agreement.

11. No Partnership. Borrower, 200 North Investors, and Lender agree that this Agreement is not intended to create any partnership or joint venture between Borrower, 200 North Investors and Lender, and Borrower and 200 North Investors shall indemnify and hold Lender harmless, as set forth in this Agreement, if any such claim is made.

12. Notice. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

If to Borrower:	Block 29 Developers, LLC One East Center Street, Suite 300 Provo, Utah 84606 Attn: Cameron S. Gunter
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If to Lender:	Jeffs & Jeffs, P.C. P.O. Box 888 90 North 100 East Provo, Utah 84603 Attn: David D. Jeffs
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If to 200 North Investors:	200 North Investors, LLC One East Center Street, Suite 300 Provo, Utah 84606 Attn: Cameron S. Gunter
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Jeffs & Jeffs, P.C.
P.O. Box 888
90 North 100 East
Provo, Utah 84603
Attn: David D. Jeffs

If to Lender: Zions First National Bank
Real Estate Department
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Larry R. Hintze

With copies to: Callister Nebeker & McCullough
Zions Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attn: Lynda Cook

If to the Agency: Redevelopment Agency of Provo City Corporation
351 West Center Street
P.O. Box 1849
Provo, Utah 84603
Attn: Paul Glauser

13. No Third Party Beneficiaries. Borrower, 200 North Investors and Lender further agree this Agreement is not intended to and does not create any derivative rights or claims in any third parties, including without limitation, the Agency.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns and successors in the respective interests of Borrower, 200 North Investors and Lender, subject to the limitation on assignment set forth in this Agreement.

15. Consent and Additional Documents. Borrower agrees to give notice of this Agreement to the Agency, and obtain the consent of the Agency, in form and substance acceptable to Lender and substantively in the form set forth in the attached Exhibit B, which is incorporated into this Agreement by this reference.

16. Further Assurances. Borrower and 200 North Investors each agree to execute a Financing Statement, which may be filed in order to provide other creditors with notice of this Agreement and to sign such further and additional documents and instruments as Lender may require to give further effect to this Agreement and the granting to Lender of a security interest in the Joint Development Agreement and the Tax Increments, respectively, and any modifications, extensions, revisions or replacements thereof.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Agreement, and fax signatures thereon, shall have the same force, effect and legal status as an original.

18. Defined Terms. Unless otherwise defined in this Agreement, capitalized terms hereinafter used have the meanings given them in the Loan Agreement.

***[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]***

DATED: December 18, 2008.

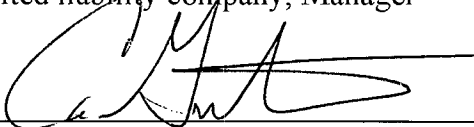
BORROWER

BLOCK 29 DEVELOPERS, LLC,
a Utah limited liability company

By: Earl Corporation,
a Utah corporation, Manager

By: 
Bruce T. Earl, President

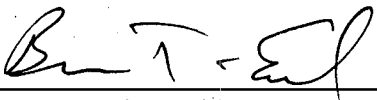
By: P.E.G. Development, LLC,
a Utah limited liability company, Manager

By: 
Cameron S. Gunter, Manager

200 NORTH INVESTORS

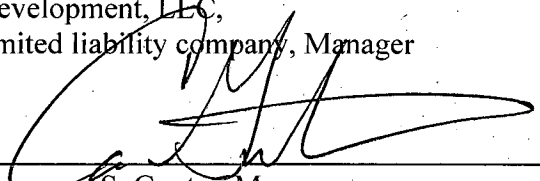
200 NORTH INVESTORS, LLC,
a Utah limited liability company

By: Earl Corporation,
a Utah corporation, Manager

By: 

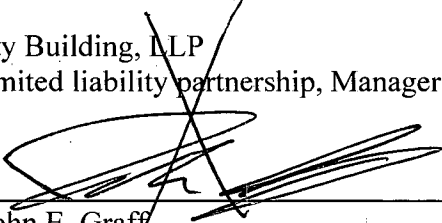
Bruce T. Earl, President

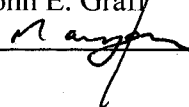
By: P.E.G. Development, LLC,
a Utah limited liability company, Manager

By: 

Cameron S. Gunter, Manager

By: University Building, LLP
a Utah limited liability partnership, Manager

By: 

John E. Graff
Its: 

200 NORTH INVESTORS

200 NORTH INVESTORS, LLC,
a Utah limited liability company

By: Earl Corporation,
a Utah corporation, Manager

By: _____
Bruce T. Earl, President

By: P.E.G. Development, LLC,
a Utah limited liability company, Manager

By: _____
Cameron S. Gunter, Manager

By: University Building, LLP
a Utah limited liability partnership, Manager

By: _____
John E. Graff

Its: Acting Manager and Partner

LENDER

ZIONS FIRST NATIONAL BANK,
a national banking association

By:



Larry R. Hintze
Vice President

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Bruce T. Earl, President of Earl Corporation, a Utah corporation, Manager of Block 29 Developers, LLC, a Utah limited liability company.

Anna Dean
NOTARY PUBLIC

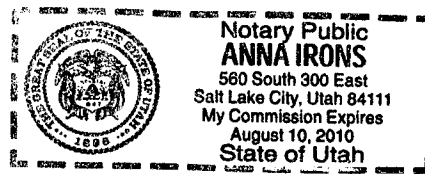
My Commission Expires:

8-10-2010

Residing At:

Salt Lake City

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Cameron S. Gunter, Manager of P.E.G. Development, LLC, a Utah limited liability company, Manager of Block 29 Developers, LLC, a Utah limited liability company.

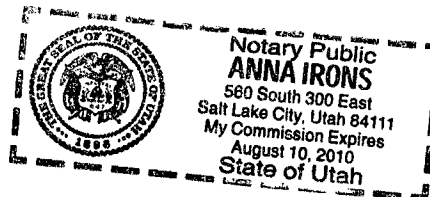
Anna Dean
NOTARY PUBLIC

My Commission Expires:

8-10-2010

Residing At:

Salt Lake City



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Bruce T. Earl, President of Earl Corporation, a Utah corporation, Manager of 200 North Investors, LLC, a Utah limited liability company.

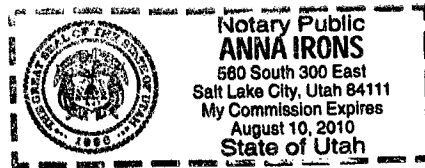
Anna Irons
NOTARY PUBLIC

My Commission Expires:

8-10-2010

Residing At:

Salt Lake City



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Cameron S. Gunter, Manager of P.E.G. Development, LLC, a Utah limited liability company, Manager of 200 North Investors, LLC, a Utah limited liability company.

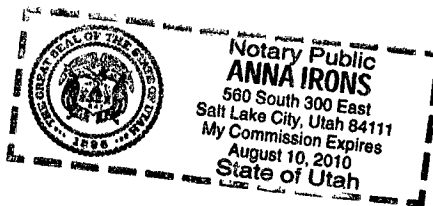
Anna Irons
NOTARY PUBLIC

My Commission Expires:

8-10-2010


Residing At:

Salt Lake City



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

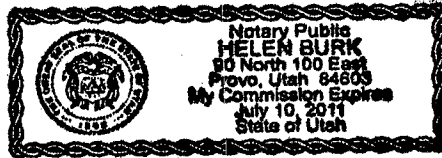
The foregoing instrument was acknowledged before me this 23 day of December, 2008, by John E. Graff, Acting Manager and Partner of University Building, LLP, a Utah limited liability partnership, Manager of 200 North Investors, LLC, a Utah limited liability company.



NOTARY PUBLIC

My Commission Expires:

Residing At:



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Larry R. Hintze, Vice President of Zions First National Bank, a national banking association.

Anna Irons
NOTARY PUBLIC

My Commission Expires:
8-10-2010

Residing At:
Salt Lake City

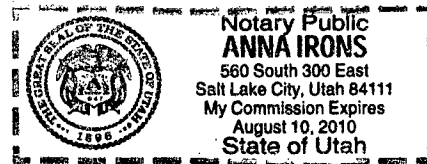


EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Utah County, State of Utah, and more particularly described as follows:

[SEE ATTACHED]

EXHIBIT B**CONSENT AGREEMENT
(Redevelopment Agency of Provo City Corporation)**

This Consent Agreement (the "Consent Agreement") is made and executed by the Redevelopment Agency of Provo City Corporation (the "Agency"), to and for the benefit of Zions First National Bank, a national banking association ("Lender").

Block 29 Developers, LLC, a Utah limited liability company ("Borrower"), and the Agency entered into a Joint Development Agreement dated March 17, 2008 in connection with the development of certain improvements on real property located in Utah County, State of Utah (the "Joint Development Agreement").

Pursuant to the Development Agreement, the Agency has agreed to make available to 200 North Investors, LLC, a Utah limited liability company ("200 North Investors"), any and all property tax increments, payments, benefits or proceeds thereof, generated from the Project as provided for under Title 17C, Chapters 1 and 4, of the Utah Code, and in accordance with the four "Taxing Entity Interlocal Agreements" entered into between the Agency and Provo City, Provo City School District, Utah County, and the Central Utah Water Conservancy District (collectively the "Tax Increments").

The Joint Development Agreement and the Tax Increments are being assigned by Borrower and 200 North Investors to Lender pursuant to an Assignment of Joint Development Agreement for Security dated the Closing Date and entered into between Lender, Borrower, and 200 North Investors (the "Assignment of Joint Development Agreement") in connection with a construction loan (the "Loan") made by Lender to Borrower pursuant to a Construction Loan Agreement dated the Closing Date and entered into between Lender and Borrower (the "Loan Agreement"). Capitalized terms not defined in this Consent Agreement shall have the meanings given them in the Loan Agreement.

There is adequate consideration for, and it is in the interests of Agency to enter into this Consent Agreement since the Agency will recognize substantial direct and indirect benefits from Lender making the Loan evidenced by the Loan Agreement to Borrower.

The Agency agrees, in the manner provided for in the Joint Development Agreement, to give notice to Lender at One South Main Street, Suite 470, Salt Lake City, Utah 84133, Attention: Real Estate Department Manager, of any notice or information that Borrower or 200 North Investors receives which indicates that the Agency believes there has been an occurrence, event, omission or act that causes (or with the passage of time would cause) a default or breach under the Joint Development Agreement and the Tax Increments. Lender shall have the right to cure any default under the Joint Development Agreement or the Tax Increments and a reasonable time to undertake such cure.

Notwithstanding anything to the contrary in the Joint Development Agreement or the Tax Increments, including, without limitation, any express prohibition to or limitation on any assignment of the Joint Development Agreement or the Tax Increments by any party to the Joint Development Agreement or the Tax Increments, the Agency hereby consents to the assignment by Borrower and 200 North Investors to Lender of the Joint Development Agreement and the Tax Increments, approves the assignment to Lender, and its successors and assigns for all purposes for which approval of a successor or assign of "Developer" under the Joint Development Agreement, or owner of the "Site" under the Joint Development Agreement may be required under the Joint Development Agreement, and consents to all other arrangements and transactions described in the Assignment of Joint Development Agreement, the Loan Agreement and the other Loan Documents.

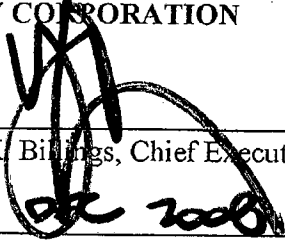
Further, upon notice from Lender that a default has occurred under the Assignment of Joint Development Agreement, the Agency agrees to cause any Tax Increments payable to 200 North Investors to be paid directly to Lender.

The Agency further agrees that no change, modification or amendment to the Joint Development Agreement or the Tax Increments shall be valid unless it is in writing and has been approved in advance in writing by Lender, which approval shall not be unreasonably withheld by Lender. Upon Lender's exercise of its rights under the Assignment of Joint Development Agreement, Agency agrees to recognize Lender and its successors or assigns as an approved assignee of all of the rights, title and interests of Developer and owner of the Site under the Joint Development Agreement for the unexpired term of the Joint Development Agreement upon the same terms and conditions as set forth in the Joint Development Agreement, without the requirement of further review or approval by the Agency. Upon request of Lender, Agency agrees to execute such other documents, instruments or agreements as reasonably necessary to accomplish the purposes of the Assignment of Joint Development Agreement and this Consent Agreement.

***[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]***

DATED: December 18, 2008.

**REDEVELOPMENT AGENCY OF
PROVO CITY CORPORATION**

By: 
Lewis K. Billings, Chief Executive Officer

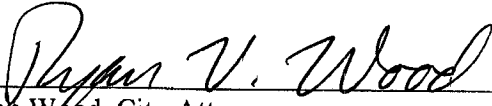
Date: 13 Dec 2008

ATTEST:

By: 
A. Paul Glauser, Redevelopment Director

Date: 22 Dec. 2008

APPROVED AS TO FORM AND LEGALITY:

By: 
Ryan Wood, City Attorney

Date: 12/17/08

EXHIBIT 'A'

File No.: **NCS-329204-SLC1 (ami)** **12/19/2008**
Property: **Parcel 1: 150 North University Aven, Parcel 2: 154 North University Aven, Parcel 3:
166 North University Aven, Parcel 4: 48 East 200 North, Provo, UT 84601**

**LOT 1, OF THAT CERTAIN PLAT ENTITLED "ZIONS BANK FINANCIAL CENTER", WHICH PLAT WAS
FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF UTAH, STATE OF UTAH ON NOVEMBER
25, 2008 AS ENTRY NO. 125406:2008.
A.P.N. 05-029-0004**

Initials: _____