

WHEN RECORDED MAIL TO:

ATTN: REN R HAYHURST, ESQ.  
BRYAN CAVE LLP  
1900 MAIN STREET, SUITE 700  
IRVINE, CALIFORNIA 92614

NCS-4846743 cp

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### LOAN ASSUMPTION AND MODIFICATION AGREEMENT

THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT ("**Agreement**") dated as of December 20, 2007, is entered into by and among SANTA FE PALMS, LLC, a Utah limited liability company ("**Initial Borrower**"), and RALPH L. WADSWORTH, an individual, and PEGGY N. WADSWORTH, an individual (collectively referred to in the singular as "**Initial Guarantor**"), 8<sup>th</sup> AVENUE INVESTMENT LLC, a California limited liability company, and SDBW LLC, a New York limited liability company, as tenants-in-common ("**New Borrower**"), MEHRAD FARHADI, an individual, SHAHZAD MOSSANEN, an individual, and BETTY MOSSANEN, an individual (collectively referred to in the singular as "**New Guarantor**"), COLUMBIAN LIFE INSURANCE COMPANY, an Illinois corporation ("**Lender**"), amending that certain Term Loan Agreement dated as of August 5, 2004 ("**Loan Agreement**"), with reference to the following facts:

#### RECITALS

**A.** Lender has made a loan to Initial Borrower in the original principal amount of One Million Three Hundred Sixty Thousand Dollars (\$1,360,000.00) ("**Loan**") evidenced by a Promissory Note Secured by Deed of Trust dated as of August 5, 2004, given by Initial Borrower to Lender (as the same has been and may be modified from time to time, "**Note**"). The current outstanding balance on said Loan is One Million Two Hundred Eighty-Four Thousand One Hundred Twenty-Four and 89/100 Dollars (\$1,284,124.89) ("**Current Balance**").

**B.** The Note is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (Including Fixture Filing) (as the same may be modified from time to time, "**Deed of Trust**") dated as of August 5, 2004, and recorded on August 13, 2004, as Instrument No. 93434:2004, in the Utah County, Utah Recorder's Office ("**Recorder's Office**"). The Deed of Trust encumbers as a first lien that certain real property ("**Property**") described in Exhibit "A" attached to said Deed of Trust.

**C.** Initial Borrower's obligations under the Loan are guaranteed by Initial Guarantor pursuant to that certain Continuing Guaranty Agreement dated as of August 5, 2004 ("**Initial Guaranty**") executed by Borrower in favor of Lender.

**D.** All of the documents evidencing or relating to the Loan, including without limitation any and all documents evidencing and relating to the modifications to the Loan set forth in this Agreement, collectively shall be referred to as the "**Loan Documents**."

**E.** New Borrower desires to become the owner of the Property. Initial Borrower desires to transfer the Property to New Borrower and, in its capacity as the borrower under the Note, desires to assign, and New Borrower desires to accept, all of Initial Borrower's right, title, claims, duties, obligations and interest in and under the Loan Agreement, Note, Deed of Trust and the other Loan Documents ("**Assignment**"), such that after giving effect to this Agreement, New Borrower shall become the primary obligor under the Note and the Loan Documents.

F. Lender is willing to consent to the transfer of the Property and the modification of the Loan Documents set forth herein subject to the conditions set forth below. The date on which this Agreement is recorded in the Recorder's Office and all of the conditions here in have been satisfied shall be referred to as the "**Modification Closing Date.**"

## TERMS AND CONDITIONS

In consideration of the premises and the approval by Lender of the transfer of the Property to New Borrower and the assumption of the Loan by New Borrower, the parties do hereby agree as follows:

1. **Recitals.** The preamble, recitals and any exhibits hereto are hereby incorporated into this Agreement.

2. **Consent to Transfer.** Lender hereby consents to the Assignment and transfer of the Property from Initial Borrower to New Borrower.

3. **Grant of Security Interest.** New Borrower hereby irrevocably grants, transfers and assigns to "**Trustee**" (as defined in the Deed of Trust), in trust with power of sale, the Property described in the Deed of Trust to have and hold for the same uses and purposes, and subject to each and every one of the conditions, stipulations and provisions as set forth in the Deed of Trust and the Loan Documents. Initial Borrower hereby reaffirms its previous grant, transfer and assignment to Trustee, in trust with power of sale, the Property described in the Deed of Trust to have and hold for the same uses and purposes, and subject to each and every one of the conditions, stipulations and provisions as set forth in the Deed of Trust and the Loan Documents.

4. **Assignment and Assumption of Obligations.** Subject to the provisions of Section 4.5 below:

4.1 By its execution hereof, New Borrower acknowledges and agrees to be bound by all terms, conditions, and covenants set forth in the Note, the Deed of Trust and the other Loan Documents, all as executed by Initial Borrower in connection with the Loan for the Property. New Borrower shall be liable for the obligations under the Loan Documents, even though New Borrower may not have been or may not be required to execute some or all of the Loan Documents.

4.2 In specific, and not by way of limitation, New Borrower hereby assumes and (a) promises to pay the Note and all extensions and renewals thereof in accordance with the terms thereof, (b) promises to pay all taxes, insurance premiums and all other sums that may become due and payable under the provisions of the Deed of Trust and the other Loan Documents, (c) promises to perform all of the covenants, conditions and requirements of each and all of the Loan Documents, to the extent applicable to New Borrower, and (d) agrees to comply with each and all of the terms of the Note, the Deed of Trust and all of the other Loan Documents.

4.3 From and after the Assignment Closing Date, New Borrower shall be considered the primary-obligor under the Note, the Deed of Trust and the other Loan Documents, the same as if said documents had been originally executed by New Borrower instead of Initial Borrower. Any references in the Loan Documents to "**Borrower**" or "**Trustor**" (as each said term is defined in the Loan Documents) shall be revised to refer to New Borrower.

5. **Waiver.** New Borrower waives any and all rights to require, upon the occurrence of an "**Event of Default**" (as defined in the Deed of Trust) under the Note, Deed of Trust and/or any of the

other Loan Documents, that Lender proceed against Initial Borrower or to pursue any other remedy in Lender's power.

**6. Execution of New Note, New Environmental Indemnity Agreement, New UCC-1 Financing Statement and New Limited Guaranty.**

**6.1** Concurrently with the execution of this Agreement, New Borrower has executed that certain Amended and Restated Promissory Note Secured by Mortgage of even date herewith ("**New Note**") for the benefit of Lender. All references in the Loan Documents to the Note hereafter shall be revised to refer to the New Note.

**6.2** Concurrently with the execution of this Agreement, New Borrower and New Guarantor have executed that certain Amended and Restated Environmental Indemnity of even date herewith ("**New Indemnity**") for the benefit of Lender, pursuant to which New Borrower and New Guarantor have agreed, among other things, to indemnify Lender from certain environmental matters with respect to the Property. All references in the Loan Documents to the Environmental Indemnity hereafter shall be revised to refer to the New Indemnity.

**6.3** Concurrently with the execution of this Agreement, New Borrower, as debtor, authorizes the filing of a UCC-1 financing statement ("**New UCC-1**"), in favor of Lender, as secured party, and perfecting Lender's security interest in the personal property portion of the Property now owned or hereafter acquired by New Borrower, in form and substance satisfactory to Lender, to be filed in the Office of the Secretary of State of Utah, and in such other offices for recording or filing such statements in such jurisdictions as Lender shall desire to perfect Lender's security interest or reflect such interest in appropriate public records.

**6.4** Concurrently with the execution of this Agreement, New Guarantor has executed that certain Continuing Guaranty Agreement of even date herewith ("**New Guaranty**") for the benefit of Lender pursuant to which New Guarantor has agreed, among other things, to assume and replace Initial Guarantor as the guarantor under the Guaranty by guaranteeing certain recourse obligations under the Loan. All references in the Loan Documents to Initial Guarantor hereafter shall be revised to refer to New Guarantor, and all references in the Loan Documents to the Guaranty hereafter shall be revised to refer to New Guaranty.

**7. Conditions Precedent.** In no event shall Lender have any obligation to close this transaction unless and until all of the following conditions are satisfied:

**7.1 Financial Statement.** If requested by Lender, Initial Borrower shall provide to Lender financial statements for the Property for the period covering the initial "**Closing Date**" (as defined in the Note) through the Assignment Closing Date.

**7.2 No Defaults.** There shall be no: (a) uncured Event of Default under the Loan or under any of the other Loan Documents, (b) continuing representation, covenant or warranty hereunder or under the other Loan Documents that is false or misleading in any manner, and (c) an event currently existing which, with the passage of time or the giving of notice or both, will result in an Event of Default or the falsity of any continuing representation, covenant or warranty hereunder or under the other Loan Documents.

**7.3 Title Endorsement.** At Initial Borrower's and/or New Borrower's sole cost and expense, a modified CLTA Form Endorsement 111.4 (or any substantially equivalent endorsement(s) approved by Lender) shall be issued to Lender's current title policy in connection the Loan, with such endorsement(s) showing no additional exceptions to said title policy, except for unpaid, non-delinquent property taxes.

**7.4 Payment of Lender's Costs.** Initial Borrower and/or New Borrower shall pay all of Lender's costs and expenses incurred in connection with the documentation and closing of the modifications to the Loan Documents described herein, including without limitation all attorneys' fees, title costs, recording charges and other closing fees and costs.

**8. Representations and Warranties.** Initial Borrower and New Borrower, as applicable, hereby represent and warrant to Lender as follows:

**8.1 No Default.** No Event of Default under any of the Loan Documents has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

**8.2 Representations and Warranties.** As of the date hereof, all of the warranties and representations contained in all of the Loan Documents (a) are true, correct, complete and accurate as to New Borrower, and (b) have, at all relevant times, been true, correct, complete and accurate as to Initial Borrower.

**8.3 No New Liens.** Neither Initial Borrower nor New Borrower has granted any liens upon the Property or security interests in the collateral described in the Loan Documents, except for the liens and security interests granted in favor of Lender.

**8.4 No Claims or Defenses.** As of the date hereof, to the best of Initial Borrower's or New Borrower's respective knowledge, neither Initial Borrower nor New Borrower has any claims against Lender nor defenses to the enforcement of any of the Loan Documents in accordance with their respective terms, as amended by this Agreement.

**8.5 Satisfaction of Conditions.** All of the conditions precedent set forth herein have been fully satisfied.

**8.6 Additional Representations.**

(a) Initial Borrower hereby represents and warrants to the Lender that, except as may be disclosed in any environmental reports for the Property provided to Lender, neither Initial Borrower, Original Guarantor nor any agent, affiliate, tenant, partner or joint venturer of Initial Borrower, has actual knowledge or notice of the actual, alleged or threatened presence or release of "**Hazardous Substances**" (as defined in the "**Environmental Indemnity**" [as defined in the Original Note]) in, on, around or potentially affecting any part of the Property or the soil, groundwater or soil vapor on or under the Property.

(b) Initial Borrower has complied, and shall comply and cause all occupants of the Property to comply, with all laws, regulations and ordinances governing or applicable to Hazardous Substances. Initial Borrower also has complied and shall comply with the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Property.

(c) Initial Borrower has not received notification of (i) any governmental or regulatory actions instituted or threatened under any "**Environmental Laws**" (as defined in the Environmental Indemnity), the Americans with Disabilities Act ("ADA") or Title 24 of the United States Code affecting the Property, including without limitation any notice of inspection, abatement or non-compliance, or (ii) any claims made or threatened by any third party against Initial Borrower, Original Guarantor or the Property related to any Environmental Laws, the ADA or Title 24 of the United States Code.

9. **Representations and Warranties.** Lender hereby represents and warrants to Initial Borrower and New Borrower that, to Lender's actual knowledge, no Event of Default under any of the Loan Documents has occurred that remains uncured, and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.

10. **Further Assurances.** New Borrower agrees to perform such other and further acts, and to execute such additional documents, agreements, notices or financing statements, as Lender deems reasonably necessary or desirable from time to time to create, preserve, continue, perfect, validate or carry out any of Lender's rights under this Agreement and the other Loan Documents.

11. **Integration.** All rights, remedies, powers and interest provided for Lender herein are in addition to the rights, remedies, powers and interests provided for Lender in the Loan Documents, the terms and provisions of which are incorporated herein by this reference and made a part hereof. If and to the extent any term or provision hereof is inconsistent with any term or provision of the Loan Documents, the term or provision of this Agreement shall prevail.

12. **Entire Agreement; Amendments.** This Agreement and all of the other Loan Documents contain the entire agreement between Initial Borrower, New Borrower and Lender with respect to the Loan, and all prior negotiations, commitments, understandings and agreements concerning any modification or additional extension of the Loan are superseded by this Agreement and the Loan Documents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement, any Loan Document, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by Lender and New Borrower, and then only in the specific instance and for the specific purpose given.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflict of laws principles.

14. **Section Headings.** The section headings of this Agreement are included for convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.

15. **Attorneys' Fees.** If any action or other proceeding is brought to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and expenses.

16. **Binding Effect.** This Agreement and the other Loan Documents shall be binding upon, and shall inure to the benefit of, New Borrower and Lender and their respective successors and assigns, or heirs and personal representatives, as applicable, subject to any provision of the Loan Documents restricting transfers of the Property.

17. **Severability of Provisions.** No provision of this Agreement or any other Loan Document that is held to be inoperative, unenforceable and invalid shall affect the remaining provisions, and this and all provisions of this Agreement and the Loan Documents are hereby declared to be severable.

18. **Miscellaneous.** No reference to this Agreement is necessary in any instrument or document at any time referring to the Loan Documents. A reference to the Loan Documents shall be deemed a reference to such document as modified hereby.

19. **No Commitment.** The furnishing of this Agreement and other modification documents shall in no way be construed as a commitment by Lender to modify, amend, extend or otherwise alter

the Loan Documents. Lender shall be under no obligation to close the transaction evidenced by this Agreement unless this Agreement and all related documents are returned to Lender fully executed by Initial Borrower and New Borrower, as applicable, and unless this Agreement is actually executed by Lender and delivered to New Borrower.

**20. No Other Amendments.** Except as expressly amended herein, the Note, the Deed of Trust and all of the other Loan Documents remain unmodified and in full force and effect.

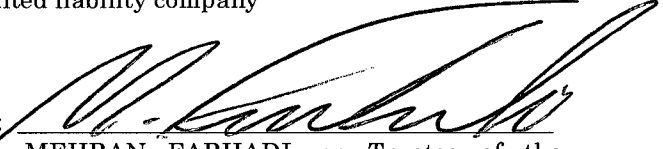
[The balance of this page is intentionally left blank.]

21. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Initial Borrower, New Borrower, Guarantor and Lender as of the date first above written.

**NEW BORROWER:**

8<sup>th</sup> AVENUE INVESTMENT LLC, a California limited liability company

By: 

MEHRAN FARHADI, as Trustee of the RONCO REVOCABLE TRUST dated June 29, 1995, its sole member

SDBW LLC, a New York limited liability company

By: \_\_\_\_\_  
Shahzad Mossanen, its Manager

[Signatures continued on next page.]

21. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

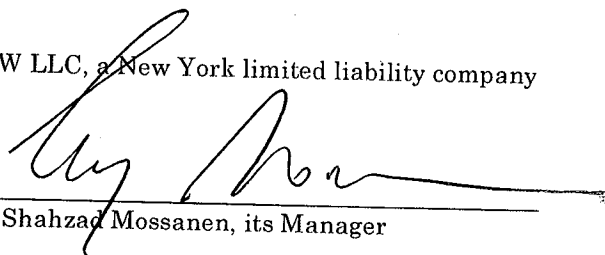
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By: \_\_\_\_\_  
MEHRAN FARHADI, as Trustee of the  
RONCO REVOCABLE TRUST dated June  
29, 1995, its sole member

SDBW LLC, a New York limited liability company

By:   
Shahzad Mossanen, its Manager

[Signatures continued on next page.]

RE: American Fork Center / UTAH



**INITIAL BORROWER:**

SANTA FE PALMS, LLC, a Utah limited liability company


By: Wadsworth & Sons, LLC, a Utah limited liability company, its sole member

By: \_\_\_\_\_  
Ralph L Wadsworth, its managing member

By: \_\_\_\_\_  
Peggy N. Wadsworth, its managing member

By: \_\_\_\_\_  
Kip L. Wadsworth, its managing member

**NEW GUARANTOR:**

  
\_\_\_\_\_  
MEHRAD FARHADI

\_\_\_\_\_  
SHAHZAD MOSSANEN

\_\_\_\_\_  
BETTY MOSSANEN

[Signatures continued on next page.]

**INITIAL BORROWER:**

SANTA FE PALMS, LLC, a Utah limited liability company

By: Wadsworth & Sons, LLC, a Utah limited liability company, its sole member

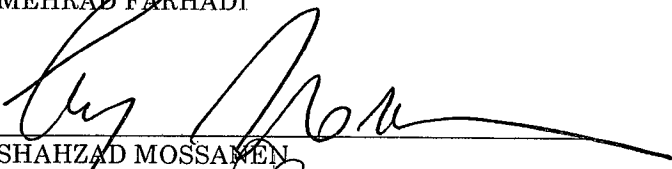
By: \_\_\_\_\_  
Ralph L Wadsworth, its managing member

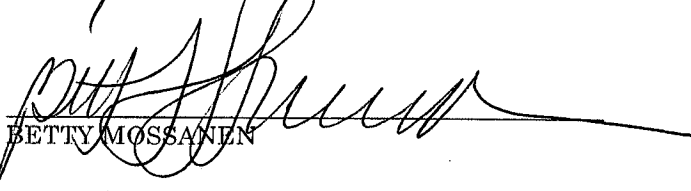
By: \_\_\_\_\_  
Peggy N. Wadsworth, its managing member

By: \_\_\_\_\_  
Kip L. Wadsworth, its managing member

**NEW GUARANTOR:**

\_\_\_\_\_  
MEHRAD FARHADI

  
\_\_\_\_\_  
SHAHZAD MOSSAMEN

  
\_\_\_\_\_  
BETTY MOSSAMEN


RE: American Fork Center / UTAH

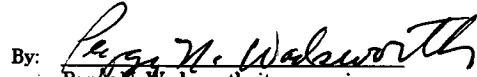
[Signatures continued on next page.]


**INITIAL BORROWER:**

**SANTA FE PALMS, LLC, a Utah limited liability company**

By: **Wadsworth & Sons, LLC, a Utah limited liability company, its sole member**

By:   
Ralph L Wadsworth, its managing member

By:   
Peggy N. Wadsworth, its managing member

By:   
Kip L. Wadsworth, its managing member

**NEW GUARANTOR:**

\_\_\_\_\_  
**MEHRAD FARHADI**

\_\_\_\_\_  
**SHAHZAD MOSSANEN**

\_\_\_\_\_  
**BETTY MOSSANEN**

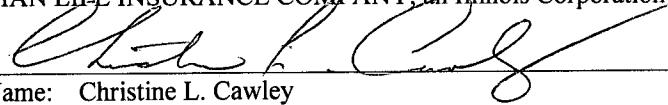
[Signatures continued on next page.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

LENDER:

COLUMBIAN LIFE INSURANCE COMPANY, an Illinois Corporation

BY:



Name: Christine L. Cawley  
Title: Second Vice President, Investments

STATE OF NEW YORK  
COUNTY OF BROOME

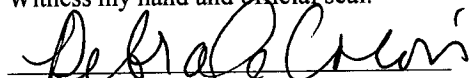
On December 21, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Christine L. Cawley personally known to me, whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY SIGNER Corporate Officer (Second Vice President, Investments)

SIGNER IS REPRESENTING:

Columbian Life Insurance Company

Witness my hand and official seal.

  
SIGNATURE OF NOTARY

(Seal)

DEBRA A. COLÓN  
Notary Public, State of New York  
Reg. No. 01CO15036987  
Qualified in Broome County  
Commission Expires December 12, 2010

State of Utah )  
County of Salt Lake ) SS.

The foregoing instrument was acknowledged before me this 21 day of December 2007 by Ralph Wadsworth, the Manager/Member Santa Fe Palms LLC (person acknowledging, title or representative capacity, if any).

(SEAL)

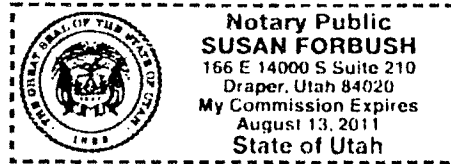
Susan Forbush

(Signature of Person Taking Acknowledgment)

Title: Notary

My commission expires: 8/13/2011

Residing at: Draper, Utah



State of Utah )  
County of Salt Lake ) SS.

The foregoing instrument was acknowledged before me this 21 day of December 2007 by Raagy Wadsworth the Managing Member Santa Fe Palms LLC (person acknowledging, title or representative capacity, if any).

(SEAL)

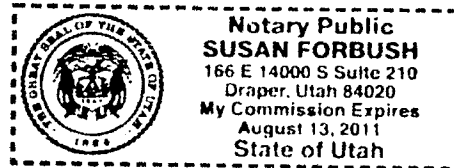
Susan Forbush

(Signature of Person Taking Acknowledgment)

Title: Notary

My commission expires: 8/13/2011

Residing at: Draper, Utah

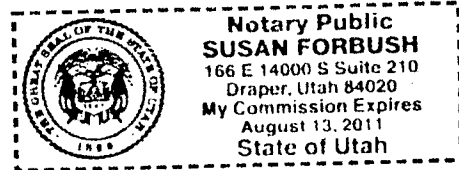


State of Utah )  
County of Salt Lake ) SS.

The foregoing instrument was acknowledged before me this 21 day of December 2007 by Kip Wadsworth, the Managing Member Santa Fe Farms LLC (person acknowledging, title or representative capacity, if any).

(SEAL)

Susan Forbush  
(Signature of Person Taking Acknowledgment)  
Title: Notary  
My commission expires: 8/13/2011  
Residing at: Draper UT



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (person acknowledging, title or representative capacity, if any).

(SEAL)

\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)  
Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

Title or Rank \_\_\_\_\_  
My commission expires \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
(person acknowledging, title or representative capacity, if any).

(SEAL)

\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)  
Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

State of New York )  
 ) SS.  
County of NASSAU )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of December  
2007 by SHAHZAD MOSSANEH, the \_\_\_\_\_ of \_\_\_\_\_  
(person acknowledging, title or representative capacity, if any).

(SEAL)

Mary Ann Fiscina  
(Signature of Person Taking Acknowledgment)  
Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

MARY ANN FISCINA  
NOTARY PUBLIC, State of New York  
No. 01FI4793548  
Qualified in Queens County  
Commission Expires 2/28/10

State of New York )  
 ) SS.  
County of Nassau )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2007 by BETTY MOSSANEN, the \_\_\_\_\_ of \_\_\_\_\_ (person acknowledging, title or representative capacity, if any).

(SEAL)

*Richard P. Lorson Jr.*  
(Signature of Person Taking Acknowledgment)  
Title: Notary Public  
My commission expires: Jan. 2, 2011  
Residing at: 60 Cottonmill Rd

**RICHARD P. LORSON JR.**  
Notary Public, State of New York  
No. 01LO6158566  
Qualified in Nassau County  
Commission Expires Jan. 2, 2011

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (person acknowledging, title or representative capacity, if any).

(SEAL)

\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)  
Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

Title or Rank

My commission expires \_\_\_\_\_



State of California )  
 ) SS.  
County of Los Angeles )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2007 by Mehran Farhadi, the X of X (person acknowledging, title or representative capacity, if any).

(SEAL)

[Signature]  
(Signature of Person Taking Acknowledgment)  
Title: Notary Public  
My commission expires: June 4, 2010  
Residing at: La Canada, CA



State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (person acknowledging, title or representative capacity, if any).

(SEAL)

\_\_\_\_\_  
(Signature of Person Taking Acknowledgment)  
Title: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**Exhibit "A"**  
**Transferred Lots**

THE LAND REFERRED TO IS IN UTAH COUNTY, UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1, PLAT "A", ALBERTSON'S CENTER NO. 2, AMERICAN FORK, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

PARCEL 1A:

THOSE RIGHTS APPURTENANT TO PARCEL 1 AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 16, 1993 AND RECORDED MAY 20, 1994 AS ENTRY NO. 42740 IN BOOK 3449 AT PAGE 351 OF OFFICIAL RECORDS, AS THE SAME MAY HAVE HERETOFORE BEEN AMENDED AND/OR SUPPLEMENTED.

APN No. 34-201-0001