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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 METRO NATIONAL TITLE  
 BY: eCASH, DEPUTY - EF 18 P.

RECORDING REQUESTED BY  
 AND WHEN RECORDED RETURN TO:

West Valley Pavilion, LLC  
 145 South Fairfax Avenue, Suite 401  
 Los Angeles, California 90036  
 Attn.: Steven Usdan

14-23-477-004  
 -005  
 -007  
 14732

AGREEMENT CONTAINING COVENANTS

THIS AGREEMENT CONTAINING COVENANTS ("Agreement") is dated as of December 23, 2009 ("Effective Date") by and between WEST VALLEY PAVILION, LLC, a Delaware limited liability company (with its successors and assigns, "Seller"), and MAVERIK, INC., a Wyoming corporation (with its successors and assigns, "Purchaser").

RECITALS

A. Seller and Purchaser entered into that certain Real Estate Purchase Contract For Land dated as of August 6, 2009, as supplemented by Addendum No. 1 attached thereto (collectively, the "Purchase Agreement"), pursuant to which concurrent herewith Seller is conveying to Purchaser certain real property located in the City of West Valley, County of Salt Lake, State of Utah, located at the northwest corner of 2700 South and 5600 West Streets, and more particularly described on Exhibit A attached to this Agreement (including all improvements now or hereafter located thereon, "Purchaser's Property").

B. Purchaser's Property is adjacent to portions of other real property being retained by Seller and more particularly described on Exhibit B attached to this Agreement (including all improvements now or hereafter located thereon, "Seller's Retained Property").

C. Purchaser's Property, Seller's Retained Property and other adjacent property owned by WinCo Foods, LLC (or its affiliate) (with its successors or assigns, "WinCo") are encumbered by that certain Declaration of Easements and Covenants dated August 7, 2008 between WinCo Foods, LLC and Seller, recorded in the official records of Salt Lake County, Utah on August 7, 2008 as Instrument No. 10494814 (the "Original Declaration"), as amended by First Amendment to Declaration of Easements and Covenants recorded concurrently herewith (the "First Amendment to DEC"). The Original Declaration, as amended by the First Amendment to DEC, is referred to herein

as the "Declaration." The real property encumbered by the Declaration is referred to herein as the "Shopping Center."

D. Seller and Purchaser desire to enter into this Agreement for the purpose of the confirmation of certain matters pertaining to the ownership, improvement and operation of Purchaser's Property and Seller's Retained Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Development and Use of Purchaser's Property. Purchaser agrees to construct a building and associated improvements (collectively "Improvements") on Purchaser's Property and open for business as a gasoline convenience store operation within twenty-four (24) months after the Effective Date. The floor area of the Improvements constructed on the Property shall not exceed 4,800 square feet. Seller shall have the right to approve the plans and drawings for the Improvements (excluding any interior improvements), including without limitation, the exterior appearance of Purchaser's building and other Improvements, and the layout and configuration of the building, parking, driveways and other exterior Improvements, which approval shall not be unreasonably withheld. Without limitation of the foregoing, the Improvements constructed on Purchaser's Property shall comply with the Declaration in all respects.

Purchaser's Property shall initially be used for the operation of a gasoline convenience store business. Subject to the Declaration, Purchaser's Property may subsequently be used for any other lawful retail purpose; provided, however, Purchaser's Property shall not be used for any use or purpose that conflicts with or violates any exclusive use rights or restrictions ("Exclusives") granted in favor of any other tenant, subtenant, buyer or other occupant of any portion of Seller's Retained Property prior to the date that the conflicting or violating use or purpose is introduced at Purchaser's Property, but only to the extent of the specific conflicting or violating use then being operated on Purchaser's Property and only as to the specific portions of Purchaser's Property on which such conflicting or violating use is then being conducted. For purposes hereof, an Exclusive shall be considered "granted" as of the date that a written letter of intent, term sheet, proposal or agreement has been executed that includes such Exclusive; provided, however, that if the subject transaction is terminated prior to the actual lease, sublease or sale of the subject property to such tenant, subtenant, buyer or other occupant (or its assignee or nominee), then for purposes of this paragraph the grant of such Exclusive shall be considered terminated (until subsequently granted, if applicable).

2. Right of First Offer to Repurchase Purchaser's Property.

2.1 Trigger Events. If (a) Purchaser desires to sell or transfer Purchaser's Property prior to the date of the completion of the Improvements and opening for business of the gasoline convenience store operation; (b) Purchaser fails to complete the construction of the Improvements and open the gasoline convenience store operation for business within twenty-four (24) months after the Effective Date; or (c) at any time following the completion of the construction of the Improvements and the opening of the gasoline convenience store operation for business, the Improvements cease to be operated as a gasoline convenience store operation open to the public for business for a consecutive six (6) month period (excluding any period when a business is not being operated on Purchaser's Property due to casualty) (each of the events described in clauses (a), (b) or (c) above, referred to herein as a "Trigger Event"), then Seller shall have a right of first offer to re-purchase Purchaser's Property from Purchaser on the terms and provisions set forth herein. Notwithstanding the foregoing, a Trigger Event shall not include a transfer of Purchaser's Property to a person or entity that directly or indirectly controls, is controlled by or is under common control with, Purchaser (with "control" meaning the ownership of a majority of the ownership interests in such entity) (an "Affiliate Transfer"); provided, however, that the sale or transfer of a majority of the direct or indirect ownership interest in Purchaser to a person or entity that prior to such sale or transfer does not directly or indirectly own a majority of the ownership interest in Purchaser shall constitute a Trigger Event under clause (a) above; and provided, further, that after an Affiliate Transfer any subsequent sale or transfer of Purchaser's Property by such affiliate transferee shall constitute a sale or transfer under clause (a) above, in which case all references herein to Purchaser shall mean and refer to the affiliate transferee to whom Purchaser's Property has been transferred. A Trigger Event shall also not include a transfer of Purchaser's Property as part of a sale/leaseback transaction consummated by Purchaser for the purpose of financing the development by Purchaser of Purchaser's Property; provided, however, that any subsequent transfer or sale of Purchaser's leasehold interest in Purchaser's Property following such sale/leaseback transaction shall constitute a Trigger Event under clause (a) above pursuant to which Seller shall have a right of first offer to purchase such leasehold interest. Purchaser's rights under this Section 2 shall run in favor of and be exercisable by either (i) the original Seller as long as the original Seller owns any portion of Seller's Retained Property, or (ii) any person or entity that owns a portion of Seller's Property and to whom Seller has assigned Seller's rights under this Section 2. All references in this Section 2 to "Purchaser" shall mean the then-owner of Purchaser's Property (or the leasehold interest therein, in case of a sale/leaseback). Following a sale/leaseback, references to "Purchaser's Property" shall mean the leasehold interest under such sale/leaseback transaction.

2.2 Exercise of Right of First Offer. With respect to the Trigger Event set forth in clause (a) of Section 2.1, Purchaser shall notify Seller in writing ("Purchaser's Sale Notice") of its desire to sell or transfer Purchaser's Property prior to any sale or transfer of Purchaser's Property. If Purchaser attempts to sell or transfer (or does sell or transfer) Purchaser's Property prior to the completion of the Improvements and the opening of the gasoline convenience store operation for business without first complying with the terms and provisions of this Section 2, then Seller shall have all rights and remedies afforded to Seller at law or in equity with respect thereto and, without limitation

of the foregoing, Seller's rights under this Section 2 to re-purchase Purchaser's Property shall remain in full force and effect and binding against any buyer or other transferee of Purchaser's Property. With respect to the Trigger Event set forth in clause (a) of Section 2.1, Seller shall have the right to exercise its right of first offer to re-purchase Purchaser's Property (or the leasehold interest therein, following a sale/leaseback transaction) by written notice to Purchaser within thirty (30) days after Purchaser's Sale Notice. With respect to the Trigger Event set forth in clause (b) of Section 2.1, Seller shall have the right to exercise its right of first offer by written notice to Purchaser at any time prior to the completion of the Improvements and the opening of the gasoline convenience store operation for business to the public. With respect to the Trigger Event set forth in clause (c) of Section 2.1, Seller shall have the right to exercise its right of first offer by written notice to Purchaser at any time during the period from the date that the Improvements have ceased to be operated as a gasoline convenience store operation open to the public for business for a consecutive six (6) month period, until the date that the Improvements re-open for business for such use. If a Trigger Event occurs under clause (c) of Section 2.1 and Seller does not exercise its right of first offer with respect to such Trigger Event prior to the recommencement of business operations, but a subsequent Trigger Event occurs under clause (c) of Section 2.1 due to the subsequent closure of business for a consecutive six (6) month period, then Seller shall retain its right of first offer with respect to any and all such subsequent Trigger Events under such clause (c). The written notice from Seller pursuant to which Seller exercises its right of first offer under this Section 2.2 is referred to herein as a "Seller's Exercise Notice."

2.3 Repurchase Price. If Seller exercises its right of first offer under this Section 2, then Seller shall purchase Purchaser's Property from Purchaser, and Purchaser shall convey Purchaser's Property to Seller by deed in the same form as the deed received by Purchaser from Seller, on a date specified in Seller's Exercise Notice (which date shall be not less than thirty (30) days and not more than ninety (90) days after the date of Seller's Exercise Notice) for cash in an amount equal to the Repurchase Price (as defined below).

2.3.1 With respect to a Trigger Event under clause (a) or (b) of Section 2.1, "Repurchase Price" means an amount equal to the sum of (i) the Purchase Price (as defined in the Purchase Agreement), and (ii) the then-current book value of the then-existing Improvements located on the Property that were installed by Purchaser. Notwithstanding the foregoing, the "Repurchase Price" for the leasehold interest in Purchaser's Property after a sale/leaseback shall be the amount set forth in the immediately preceding sentence less the consideration received by Purchaser in connection with the sale of Purchaser's Property as part of such sale/leaseback transaction, but in no event shall the Repurchase Price for the leasehold interest be greater than the fair market value of such leasehold interest.

2.3.2 The "Repurchase Price" with respect to a Trigger Event under clause (c) of Section 2.1 shall be determined in accordance with this Section 2.3.2. During the six (6) month period immediately following the end of

the six (6) month business closure period described in clause (c) of Section 2.1, Purchaser shall have the right to solicit purchase offers for Purchaser's Property from third party buyers. If Purchaser receives a purchase offer for Purchaser's Property that is acceptable to Purchaser, then prior to any sale of Purchaser's Property, Purchaser shall notify Seller in writing of such purchase offer and Seller shall have the right to elect to purchase Purchaser's Property on the terms of such third party offer by written notice to Purchaser with ten (10) business days after receipt of such notice from Purchaser. If Seller does not elect to purchase Purchaser's Property on the term of such third party offer, then Purchaser shall be free to sell Purchaser's Property to such third party buyer on the terms set forth in such third party offer. If Purchaser does not consummate the sale of Purchaser's Property to such third party purchaser on the terms set forth in such third party purchase offer, then prior to selling Purchaser's Property on different or to a different buyer, Purchaser shall be required to repeat the notice procedure set forth in this Section 2.3.2. If Purchaser fails to close the sale of Purchaser's Property within the six (6) month period immediately following the end of the six (6) month business closure period described in clause (c) of Section 2.1, then Seller shall have the right to purchase Purchaser's Property in accordance with the terms of Section 2.2 above and for a Repurchase Price calculated pursuant to Section 2.3.1 above.

3. Exclusive Use Rights in Favor of Purchaser's Property. No owner, tenant or occupant (collectively, "Occupant") of Seller's Retained Property may use any portion of Seller's Retained Property for the purpose of the operation of a gasoline convenience store operation (the "Competing Use"). If any Occupant of Seller's Retained Property engages in the Competing Use, then (a) upon the request of the owner of Purchaser's Property, the owner of the parcel or lot (hereinafter "parcel") of Seller's Retained Property on which the violation exists (the "Violating Parcel") shall, at the sole cost and expense of the owner of the Violating Parcel, either cease such use if such owner is the violating party, or if a tenant or other occupant other than the owner is the violating party, then such owner shall take such steps as are necessary to enforce the restriction against the Competing Use, or (ii) the owner of Purchaser's Property shall have the right to directly enforce the Competing Use restriction (at the sole cost and expense of the owner of the Violating Parcel if the owner of the Violating Parcel is requested by the owner of Purchaser's Property to enforce its rights with respect to the Competing Use violation and the owner of the Violating Parcel fails to use diligent efforts to do so) so as to cause the cessation of the Competing Use violation on Seller's Retained Property. If separate parcels of Seller's Retained Property are owned by different entities, the owner of only the Violating Parcel shall be liable for such violation under this Section 3 and the owners of the remaining parcels of Seller's Retained Property shall not be liable under this Section 3. Additionally, notwithstanding any contrary provision hereof, but subject to the enforcement obligations of the owner of the Violating Parcel, the owner of the Violating Parcel shall have no liability to Purchaser if the Competing Use violation is caused by an Occupant's (other than such owner's) breach of such Occupant's lease or occupancy agreement, as long as the owner of the Violating Parcel uses its diligent efforts to enforce its rights against such Occupant to cease the violation, but in all cases Purchaser still may

exercise its self-help right described above (at the sole cost and expense of the Violating Parcel if the owner of the Violating Parcel fails to comply with its enforcement obligations hereunder). The preceding sentence shall not limit the liability of the Occupant engaging in the Competing Use.

4. Parking. Purchaser shall be required to satisfy all parking requirements with respect to Purchaser's Property on a stand-alone basis. Such parking requirements shall be the more restrictive of (a) the parking requirements set forth in the Declaration, and (b) all parking requirements under applicable law (in each case applied on a separate, stand-alone parcel basis). Notwithstanding any contrary provision of the Declaration, Purchaser's Property shall not be entitled to rely upon any parking located upon any other portion of Seller's Retained Property or the Shopping Center to satisfy the parking requirements under this Section 4. Similarly, Seller's Retained Property shall not be entitled to rely upon any parking located on Purchaser's Property to satisfy the parking requirements for Seller's Retained Property.

5. Monument Signage. Subject to the receipt of all applicable governmental approvals, Purchaser shall be entitled to install, at Purchaser's sole cost and expense, a freestanding sign on Purchaser's Property at the location and in accordance with the other terms and provisions set forth in the first paragraph of Section 5 of the First Amendment to DEC ("Purchaser's Sign"). Purchaser shall be responsible, at Purchaser's sole cost and expense, for the maintenance, repair and replacement of Purchaser's Sign in a first class condition and appearance. Purchaser shall have no rights or obligations (including any cost reimbursement obligation) with respect to the "Center Signs" or the "Kornwasser Tract Monument Signs" described in the Declaration.

6. Declaration. Without limitation of the terms and provisions of this Agreement, Purchaser acknowledges and agrees that Purchaser's Property is encumbered by and is subject to the Declaration, and Purchaser agrees to comply therewith. Seller shall be entitled to amend or modify the Declaration, except that Purchaser shall not be bound by any amendment to the Declaration to which Purchaser does not consent, and no amendment to the Declaration shall modify any terms or provisions of the Declaration that pertain to the use, occupancy, development or operation of Purchaser's Property, without Purchaser's consent thereto. In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Declaration, then as between Purchaser and Seller the terms and provisions of this Agreement shall control.

7. Notices. All notices required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (a) delivered to the party intended, (b) delivered to the then designated address of the party intended, (c) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (d) the date of receipt (as confirmed by the carrier's records) at the then designated address of the party intended if sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties

shall be:

If to Seller:

West Valley Pavilion, LLC  
145 South Fairfax Avenue, Suite 401  
Los Angeles, California 90036  
Attn.: Steven Usdan

With a copy to:

Kornwasser Shopping Center Properties  
2720 East Camelback Road, Suite 275  
Phoenix, Arizona 85016  
Attn.: Gordon Keig

If to Purchaser:

Maverik, Inc.  
880 West Center Street  
North Salt Lake, Utah 84054  
Attn.: Dan L. Murray

Each party shall have the right to change its address for notices to any other address within the United States of America upon written notice to the other party in accordance with this Section 7.

8. Remedies.

8.1. All Legal and Equitable Remedies Available. Except as otherwise specifically set forth herein, in the event of a breach or default by any owner or Occupant of all or any portion of Purchaser's Property or Seller's Retained Property (the "Defaulting Party") of any of the terms, covenants, restrictions or conditions hereof, the non-breaching party (the "Non Defaulting Party") shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach.

8.2. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach or default hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. No breach or default hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of Purchaser's Property or Seller's Retained Property made in good faith for value, but the covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of any portion of Purchaser's Property or Seller's Retained Property whose title hereto is acquired by foreclosure, trustee's sale, or otherwise.

8.3 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Agreement, each party agrees that such violation or threat thereof shall cause the Non Defaulting Party to suffer irreparable harm and that such Non Defaulting Party shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the Non Defaulting Party, in addition to all remedies available at law or otherwise under Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

10. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes, and shall run in favor and be enforceable for the benefit of, and shall be binding upon and enforceable against, each party's property and each of their respective successors and assigns as owner of such property. The liability of each party under this Agreement shall pertain only to its period of ownership of the parcel of property that is the subject of such liability, provided that no sale or transfer shall relieve a party of liability for any act, omission or breach arising or occurring during such party's period of ownership.

11. Grantee's Acceptance. The grantee of all or any portion of the Purchaser's Property or Seller's Retained Property, by acceptance of a deed conveying title thereto, whether from an original party or from a subsequent owner of such property, shall be deemed to accept such deed upon and subject to each and all of the covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall, for himself and his successors, assigns, heirs, and personal representatives, covenant, consent and agree to and with the other party to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

12. Bankruptcy. In the event of any bankruptcy affecting any owner or occupant of all or any portion of the Purchaser's Property or Seller's Retained Property, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by or for the benefit of the bankrupt person, entity or estate.

13. Estoppel Certificates. Each party shall upon not less than thirty (30) days prior written request from the other party execute and deliver to the requesting party an estoppel certificate that confirms (a) that this Agreement is in full force and effect and has not been modified (except for any listed modifications to such date); and (b) whether, to the knowledge of the requested party, the other party is in breach or default of this Agreement.

14. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. This Agreement may not be amended or



modified except in writing executed by the party against whom such amendment or modification is being charged. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements between the parties with respect thereto, whether oral or written, including without limitation, the Purchase Agreement. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision. In the event of a dispute or litigation between the parties with respect to the interpretation or enforcement of this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

WEST VALLEY PAVILION, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

JOSEPH KONWASSER  
MANAGING MEMBER

PURCHASER:

MAVERIK, INC., a Wyoming corporation

By: \_\_\_\_\_

Name: Dan L. Murray

Its: Vice President Real Estate

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

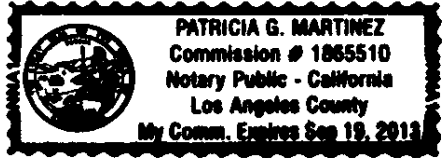
State of California

County of Los Angeles }

On 12/22/09 before me, Patricia G. Martinez Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Joseph Kornwasser  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Patricia G. Martinez  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ |
|---|---|

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

WEST VALLEY PAVILION, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

PURCHASER:

MAVERIK, INC., a Wyoming corporation

By: 

Name: Dan L. Murray

Its: Vice President Real Estate

STATE OF UTAH )  
 )  
COUNTY OF DAVIS ) ss.

Subscribed and sworn to (or affirmed) before me on this 22<sup>nd</sup> day of December, 2009, by Dan L. Murray, VP of Real Estate, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.



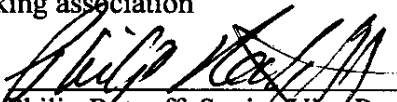
  
Notary Public Signature

**LENDER CONSENT**

The undersigned, as the current "Beneficiary" under that certain Construction Deed of Trust, Assignment, Security Agreement and Fixture Filing dated July 31, 2008 executed by West Valley Pavilion, LLC and recorded in the Official Records of Salt Lake County, Utah on August 7, 2008 as Instrument No. 10494861 (the "Deed of Trust"), hereby consents to the foregoing Agreement Containing Covenants and agrees that the above-referenced Deed of Trust is subject and subordinate to such Agreement Containing Covenants.

BANK OF AMERICA, N.A., a national  
banking association

By:

  
Philip Ratnoff, Senior Vice President



**LEGAL DESCRIPTIONS**

LOT 7 - ADJUSTED DESCRIPTION:

THOSE PORTIONS OF LOTS 6 AND 7 OF THE WEST VALLEY PAVILION SUBDIVISION IN THE CITY OF WEST VALLEY, COUNTY OF SALT LAKE, STATE OF UTAH, PER THE OFFICIAL PLAT THEROF, DESCRIBED IN WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE SOUTH 89°58'55" WEST 32.60 FEET; THENCE SOUTH 00°14'08" WEST 121.63 FEET; THENCE SOUTH 89°39'52" EAST 34.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°31'52" EAST 240.00 FEET;  
THENCE SOUTH 00°28'04" WEST 181.26 FEET;  
THENCE SOUTH 44°13'29" WEST 69.56 FEET;  
THENCE SOUTH 89°24'40" WEST 187.55 FEET;  
THENCE NORTH 00°35'52" WEST 235.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING: 54,177 SF OR 1.2437 ACRES, MORE OR LESS.



**Exhibit B**

**Sellers Retained Property**

LOTS 2, 3, AND 4 OF THE WEST VALLEY PAVILION SUBDIVISION IN THE CITY OF WEST VALLEY, COUNTY OF SALT LAKE, STATE OF UTAH, PER THE OFFICIAL PLAT THEROF RECORDED IN THE SALT LAKE COUNTY RECORDER.

AND

LOT 5 - ADJUSTED DESCRIPTION:

THOSE PORTIONS OF LOTS 5, 6, AND 7 OF THE WEST VALLEY PAVILION SUBDIVISION IN THE CITY OF WEST VALLEY, COUNTY OF SALT LAKE, STATE OF UTAH, PER THE OFFICIAL PLAT THEROF, DESCRIBED IN WHOLE AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE SOUTH 89°58'55" WEST 32.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°14'08" WEST 121.63 FEET;  
THENCE SOUTH 89°31'52" EAST 34.69 FEET;  
THENCE SOUTH 00°35'52" EAST 235.00 FEET;  
THENCE SOUTH 89°24'40" WEST 66.00 FEET;  
THENCE SOUTH 38°53'19" WEST 15.99 FEET;  
THENCE SOUTH 89°08'42" WEST 109.12 FEET;  
THENCE NORTH 00°14'08" EAST 59.90 FEET;  
THENCE NORTH 89°45'52" WEST 34.45 FEET;  
THENCE NORTH 00°14'03" EAST 193.06 FEET;  
THENCE SOUTH 89°45'52" EAST 107.03 FEET;  
THENCE NORTH 00°14'08" EAST 118.97 FEET;  
THENCE NORTH 89°58'55" EAST 74.39 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING: 60,649 SF OR 1.3923 ACRES, MORE OR LESS.

AND

LOT 6 - ADJUSTED DESCRIPTION:

THAT PORTION OF LOT 6 OF THE WEST VALLEY PAVILION SUBDIVISION IN THE CITY OF WEST VALLEY, COUNTY OF SALT LAKE, STATE OF UTAH, PER THE OFFICIAL PLAT THEROF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE  
SOUTH 89°58'55" WEST 32.60  
FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°58'55" EAST 275.19 FEET;  
THENCE SOUTH 00°27'59" WEST 123.96 FEET;  
THENCE NORTH 89°31'52" WEST 274.69 FEET;  
THENCE NORTH 00°14'08" EAST 121.63 FEET TO THE TRUE POINT OF  
BEGINNING.