

FIRST AMERICAN TITLE

AW # 12283

7344545

Loan #990123

05/05/99 11:50 AM 71-0
7344545
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: Z JOHANSON DEPUTY - WI

Drafted by and
Return to:

Dennis L. Trammell, Esq.
The Union Central Life
Insurance Company
P.O. Box 40888
1876 Waycross Road
Cincinnati, Ohio 45240

**DEED OF TRUST, FINANCING STATEMENT
AND SECURITY AGREEMENT**

THIS DEED OF TRUST, FINANCING STATEMENT AND SECURITY AGREEMENT (this "Deed of Trust") is made on MAY 5, 1999 by and between Goodman Oquirrh LLC, a Washington limited liability company, (hereinafter referred to as "Borrower"), THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio corporation ("Lender"), and First American Title Insurance Company ("Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Borrower hereby irrevocably warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Lender, subject to the terms and conditions of this Deed of Trust, all of the following-described estate, property and interest of Borrower now or hereafter acquired, together with all cash and noncash proceeds thereof, all of which may be referred to in this Deed of Trust as the "Mortgaged Estate":

Land, Rents and Derivative Interests

The real property located in Salt Lake County, State of Utah, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "Rents"); all estate, right, title and interest of Borrower in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, all interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title

BK8274PG7300

and interest of Borrower, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

Improvements

Any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

Personal Property

All right, title and interest of Borrower in and to all tangible personal property now owned or hereafter acquired by Borrower and now or at any time hereafter located on or at the Property and used in connection therewith, including, but not limited to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including dishwashers, garbage disposal units, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies; other than such property owned by tenants of Borrower and not acquired from Borrower subsequent to the date of this Deed of Trust (the "Personal Property");

Intangibles

All of Borrower's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Mortgaged Estate, whether now existing or entered into or obtained after the date hereof; and

Escrows

All of Borrower's interest in all existing and future escrow accounts established with respect to the Property, including but not limited to escrows established for the payment of taxes, insurance, liens and encumbrances; and

Claims and Awards

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Estate and Borrower hereby authorizes, directs and empowers Lender, at its option, on Borrower's behalf, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged, unto Trustee, and its substitutes, successors and assigns, in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Borrower shall keep, perform and observe the obligations, covenants, agreements and provisions in this Deed of Trust, then this Deed of Trust and the estate and rights hereby granted shall cease, terminate and be void, but otherwise shall be and remain in full force and effect.

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS, INCLUDING ALL REPLACEMENTS, RENEWALS, AMENDMENTS, EXTENSIONS, SUBSTITUTIONS AND MODIFICATIONS:

(1) Payment of all indebtedness and performance of all obligations and covenants of Borrower under or pursuant to the following:

(a) Promissory Note dated of even date herewith executed by Borrower in favor of Lender in the aggregate principal amount of \$2,000,000.00 (the "Note");

(b) This Deed of Trust;

(c) Assignment of Rents and Leases dated the date of the Note and recorded simultaneously with this Deed of Trust given by Borrower to Lender (the "Assignment of Rents");

(d) Environmental Indemnity Agreement dated the date of the Note between Lender and Borrower ("Indemnity"); and

(e) All other Loan Documents (as defined herein);

(2) Payment of all future advances, all sums advanced by Lender to protect the Mortgaged Estate or otherwise pursuant to the terms of the Loan Documents with interest on all the foregoing at the Note Default Rate from the date of Lender's advance to the date of Borrower's payment.

The indebtedness and the obligations secured by this Deed of Trust which are described in (1) and (2) above are referred to herein as the "Secured Obligations."

This Deed of Trust, the Note, the Assignment of Rents, the Indemnity, that certain Commitment Letter dated March 8, 1999, by Lender to Borrower (the "Commitment Letter") and any other writing given to evidence or further secure the payment and performance of any of the several Secured Obligations are hereafter referred to as the "Loan Documents."

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Note.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF BORROWER

Borrower hereby represents, warrants, covenants and agrees:

Section 1.1. Payment of Secured Obligations. Borrower hereby grants this Deed of Trust to secure the payment and performance when due of the Secured Obligations.

Section 1.2. Title of Borrower. Borrower has and shall maintain, subject to Permitted Encumbrances set forth in Exhibit B hereto, in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Estate, which is free from encumbrance; and Borrower has full right to make this conveyance.

Section 1.3. Capital Improvements. Borrower shall not make any expenditures for Improvements on the Property which, individually or in the aggregate, would materially and adversely affect the value, utility or current use of the Mortgaged Estate.

Section 1.4. Maintenance, Repair, Alterations. Borrower shall

(i) keep the Mortgaged Estate in good condition and repair, subject to reasonable and ordinary wear and tear; (ii) except in the ordinary course of business in the nature of tenant improvements, not remove, demolish or substantially alter any of the Improvements; (iii) complete promptly and in good and workmanlike manner any improvement, construction or restoration on the Property and pay when due all claims for labor performed and materials furnished therefor; (iv) comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Estate or any part thereof; (v) keep and maintain grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; and (vi) not commit, suffer or permit any act to be done in or upon the Mortgaged Estate in violation of any law, ordinance or regulation.

Section 1.5. Required Insurance. Borrower will at its expense, at all times and from time to time, keep the full insurable portion of the Mortgaged Estate including, without limitation, the Improvements and the Personal Property, continually insured, in companies approved by Lender and licensed to do business in Utah, against such hazards and liabilities, for such amounts, in such forms of insurance, and in such manner as may be required and approved by Lender, for the benefit of Lender as additional security, and will deliver to Lender all policies and receipts relating to such insurance, with a standard lender clause acceptable to Lender attached to each policy, which shall provide that the proceeds shall be payable to Lender. Insurance to be provided by Borrower at its expense shall include, but not be limited to, (i) fire and extended coverage insurance with vandalism and malicious mischief endorsements, (ii) rent loss or business interruption insurance, with an Agreed Amount endorsement, covering risks insured against under any fire and extended coverage policy for twelve (12) months loss of principal and interest installments due under the Note together with annual taxes and insurance premiums, (iii) public liability and property damage insurance with minimums of \$1,000,000.00 in respect of bodily or personal injuries to or death from any one occurrence and with at least \$1,000,000.00 coverage for property damage from any one occurrence, and (iv) during the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such Improvements. All fire and extended coverage insurance policies shall be replacement cost insurance for the full insurable value of the insurable portion of the Mortgaged Estate on a one hundred percent (100%) replacement cost basis as evidenced by a Replacement Cost endorsement and an Agreed Amount endorsement in any such policy, but in no event shall such policies provide coverage for an

amount less than the outstanding balance due and owing on the Note. Each renewal policy shall be subject to Lender's approval and delivered to Lender not less than ten (10) days before the termination of the prior policy, and with each policy there will be delivered to Lender a receipt showing payment of the premium paid therefor. Additionally, it is agreed said policies shall contain provisions that the same may not be cancelled or altered unless Lender is given fifteen (15) days' prior written notice thereof and that Lender may, but shall not be obligated to, make premium payments to prevent any cancellation and to effect any endorsement, reissuance or alteration of same and such payments may be accepted by the insurer. Lender reserves the right at any time and from time to time (1) to require periodic inspections of the Mortgaged Estate by an insurance consultant acceptable to Lender and the insurance carrier and (2) to require Borrower to increase the amount of its replacement cost insurance to fully insure the full replacement cost of the Mortgaged Estate and to maintain the appropriate Agreed Amount endorsement in the policy, as determined by Lender in its sole discretion. Additionally, Lender shall have the right to require Borrower to obtain an inflation guard endorsement to the full extent same is available from time to time.

Section 1.6. Payment of Premiums. In the event Borrower fails to provide, maintain, keep in force or deliver and furnish to Lender the policies of insurance required by this Deed of Trust or to make the deposits required hereunder, Lender may procure such insurance or single-interest insurance for such risks covering Lender's interest, and Borrower will pay all premiums thereon promptly upon demand by Lender. Until such payment is made by Borrower, the amount of all such premiums, together with interest thereon, shall be secured by this Deed of Trust.

Section 1.7. Insurance Proceeds. After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Borrower shall give prompt written notice thereof to Lender and promptly submit a claim to the insurer for payment of insurance proceeds. Borrower shall provide Lender with a copy of such claim.

(a) All proceeds of insurance paid or payable under any insurance policy (the "Insurance Proceeds") with respect to the Mortgaged Estate shall be paid to Lender, and each insurer is hereby authorized and directed to make payment for any such loss directly to Lender instead of payment to Borrower. Any Insurance Proceeds shall be applied first to the payment of all costs and expenses incurred by Lender in obtaining such proceeds. The balance of the proceeds, if any, may be applied at the option of Lender, (i) toward altering, restoring or rebuilding the Mortgaged Estate or such portion thereof that may have been altered, damaged or

destroyed, or (ii) against sums secured hereby without Prepayment Premium, in such order as Lender may in its absolute discretion elect. Such damage or destruction shall not affect the lien of this Deed of Trust or the obligations of Borrower hereunder, and Lender is authorized to compromise and settle all loss claims on said policies if not adjusted promptly by Borrower.

(b) Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Borrower shall not be excused in the payment thereof.

(c) The application or release by Lender of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice. If Lender elects not to so apply the Insurance Proceeds to the restoration, rebuilding or repair of the Mortgaged Estate pursuant to Section 1.7(a) hereof, Borrower shall not be required to restore, rebuild or repair the portion of the Mortgaged Estate damaged or destroyed which is covered by such Insurance Proceeds, and the failure to do so shall not constitute an Event of Default under this Deed of Trust.

Section 1.8. Indemnification; Subrogation; Waiver of Offset.

(a) Borrower shall indemnify and hold Lender harmless from all liability arising in connection with any litigation concerning this Deed of Trust or the Mortgaged Estate, including all attorneys' fees and expenses incurred by Lender in any such litigation.

(b) Borrower waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss of or damage to Borrower, the Mortgaged Estate, Borrower's property or the property of others under Borrower's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Borrower hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Borrower hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements

or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Borrower, or any action taken with respect to this Deed of Trust by any trustee or receiver of Borrower, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Borrower shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Borrower waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation.

Section 1.9. Taxes and Impositions.

(a) Borrower agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other fees, taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate, or become due and payable, and which create a lien upon any part of the Mortgaged Estate, or any part thereof, or which are imposed upon Lender's interest in the Mortgaged Estate (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").

(b) Borrower shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.9, unless: (i) Borrower has given prior written notice to Lender of Borrower's intent to so contest or object to an Imposition, and unless to Lender's satisfaction the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Estate or any part thereof to satisfy such Imposition prior to final determination of such proceedings; or (ii) Borrower shall furnish a good and sufficient bond or surety as requested by and satisfactory to Lender; or (iii) subject to Lender's prior written consent, Borrower shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(c) If at any time after the date hereof, there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Estate in lieu of or in addition to the Impositions payable by Borrower pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Lender and measured by or based in whole or in part upon the amounts of the outstanding Secured Obligations, then all such taxes, assessments or fees shall be deemed to be

included within the term "Impositions" as defined in subparagraph (a) hereof, and Borrower shall pay and discharge the same as herein provided with respect to the payment of Impositions. In addition to the other remedies of Lender under Article V of this Deed of Trust, at the option of Lender, all Secured Obligations, together with all accrued interest thereon, without prepayment premium, shall become due and payable 180 days after Borrower receives written notice thereof in the event that Borrower shall not be permitted to pay such fees, taxes or assessments on behalf of Lender.

(d) Borrower covenants to furnish Lender within 30 days after the date upon which any such Imposition is due and payable by Borrower, official receipts of the appropriate taxing authority, or other proof satisfactory to Lender, evidencing the payment thereof.

(e) Borrower covenants and agrees to use its best efforts to prevent the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

Section 1.10. Escrows. On the first day of each calendar month, Borrower shall deposit with Lender a non-interest-bearing amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust and one-twelfth of the annual Impositions estimated by Lender to be next due on the Mortgaged Estate. Such deposits are hereby pledged as additional security for the Secured Obligations. Borrower further agrees to cause all bills, statements or other documents relating to the foregoing insurance premiums and Impositions to be sent or mailed directly to Lender. Upon receipt of such bills, statements or other documents, and provided Borrower has deposited sufficient funds pursuant to this Section 1.10, Lender shall pay such amounts as may be due out of the funds so deposited. If at any time and for any reason the funds so deposited are or will be insufficient to pay such amounts as may then or subsequently be due, Lender shall notify Borrower; and Borrower shall immediately deposit an amount equal to such deficiency with Lender. Notwithstanding the foregoing, nothing contained herein shall cause Lender to be deemed a trustee of such funds or to be obligated to expend any amounts in excess of the amount of funds so deposited, pursuant to this Section 1.10 and Lender shall be under no duty or obligation to account for any of the funds deposited pursuant to this Section 1.10 if Lender transfers or assigns to any third party all or any part of Lender's rights hereunder. If Borrower fails to deposit sufficient sums pursuant to this Section 1.10, Lender may, at Lender's election, but without any obligation so to do, advance any amounts required to make up the deficiency,

which advances, if any, shall be secured hereby and shall be repayable to Lender upon demand, or at the option of Lender, Lender may, without making any advance whatever, apply any sums held by it upon any Secured Obligations.

Section 1.11. Utilities. Borrower shall pay when due all utility charges which are incurred for the benefit of or otherwise affect the Mortgaged Estate for gas, electricity, water, telephone or sewer services and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.12. Actions Affecting Mortgaged Estate. Borrower shall appear in and contest any action or proceeding purporting to affect the title of Borrower in the Mortgaged Estate, security hereof or the rights or powers of Lender or Trustee; and Borrower shall pay all costs and expenses, including cost of evidence of title and attorneys' fees incurred by Lender or Trustee, in any such action or proceeding in which Lender or Trustee may appear.

Section 1.13. Actions by Lender and/or Trustee To Preserve Mortgaged Estate. Should Borrower fail to make any payment or to do any act as and in the manner provided in this Deed of Trust, Lender, in its sole discretion, without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any Secured Obligation, may make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Lender shall have and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Estate; (ii) to direct Borrower to terminate any management agent and to employ such management agent as Lender may determine; (iii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which Lender may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iv) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender or Trustee; (v) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Lender may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (vi) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. All costs and expenses incurred by Lender in connection with the exercise by Lender of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees, shall be secured

hereby; and upon demand by Lender, all such costs and expenses shall be repayable by Borrower to Lender.

Section 1.14. Survival of Warranties. Borrower shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Borrower contained in any Loan Document or writing delivered in connection with the Loan shall remain continuing obligations, warranties and representations of Borrower during any time when any portion of the Secured Obligations remain outstanding.

Section 1.15. Eminent Domain. Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Borrower receive any notice or other information regarding any such proceeding, Borrower shall give prompt written notice thereof to Lender. Lender may participate in any such Condemnation proceedings, and Borrower shall from time to time deliver to Lender all instruments requested by Lender to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings and shall consult with Lender and its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards or injury or damage to the Mortgaged Estate or any part thereof or interest therein shall be paid to Lender and shall be applied first to all costs and expenses incurred by Lender in obtaining the proceeds. The balance of the proceeds, if any, shall be applied at the option of Lender (i) toward altering, restoring or rebuilding the Mortgaged Estate or such portion thereof that may have been altered, damaged or destroyed or (ii) against Secured Obligations without Prepayment Premium, in such order as Lender may in its absolute discretion elect. If Lender elects not to apply all of the Condemnation proceeds for the restoration or repair of the Mortgaged Estate, Borrower shall not be required to repair or restore that portion of the Mortgaged Estate affected by Lender's election and the failure to do so shall not constitute a breach by Borrower of its obligation to maintain the Mortgaged Estate set forth in Section 1.4 hereof.

Borrower hereby assigns and transfers to Lender, and agrees to execute such further assignments of all such proceeds, judgments, decrees and awards as Lender may request. Lender is hereby authorized, in the name of Borrower, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Lender shall not be, in any event or circumstance, liable or

responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards.

Section 1.16. Additional Security. In the event Lender at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereunder.

Section 1.17. Successors and Assigns. This Deed of Trust and all warranties and covenants of Borrower contained in the Loan Documents apply to, inure to the benefit of and bind all parties hereto, their heirs, successors and assigns.

Section 1.18. Inspections. Lender or its representatives are authorized to enter at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and all books, records and documents relating thereto, and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

Section 1.19. Liens. Borrower shall promptly pay, discharge and obtain the release of, at Borrower's cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein, except Permitted Encumbrances.

So long as any Secured Obligation shall remain unpaid, Borrower shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of Lender all such instruments and documents as in the opinion of Lender are necessary or desirable to preserve the first priority lien created by this Deed of Trust.

Section 1.20. No Event of Default Under Loan Documents. Borrower agrees to notify Lender immediately in writing of any Event of Default. Borrower shall also notify Lender in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

Section 1.21. Appointment of Successor Trustee. If Trustee shall become disabled or disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by Lender to do so, or if, for any reason, Lender shall prefer to appoint, successively, a substitute Trustee to act instead of the Trustee named herein, Lender shall have full power to appoint, by written instrument filed for record in the appropriate office where this Deed of Trust is recorded, a substitute Trustee, who shall succeed to all the estate, rights,

BK8274PG7311

powers and duties of the original Trustee named herein.

Section 1.22. Transfer of Interests in Borrower or Mortgaged Estate.

Borrower shall not, by operation of law or otherwise, sell, convey, alienate, transfer, mortgage, encumber or assign (collectively "Transfer") ownership or control of all or any part of the Mortgaged Estate or any interest therein (including rents, issues or profits arising from the Property), without the prior written consent of Lender, in its sole discretion. Anything herein to the contrary notwithstanding, Lender shall allow a one-time transfer of title and assumption (the Assumption) of Borrower's obligations under the Note and under this Deed of Trust to an unrelated third party, provided, (i) one percent (1.00%) of the entire unpaid principal amount of the Note outstanding at the time of the Assumption and a processing fee in an amount to be determined by Lender is paid to Lender plus any and all reasonable expenses of Lender incurred in connection with the Assumption, (ii) the person or entity assuming the indebtedness (the New Borrower) would qualify for a new loan from the Lender in the amount of the then-outstanding indebtedness pursuant to the then-current underwriting standards of Lender; (iii) the New Borrower has reasonably adequate (in Lender's sole discretion) experience in managing similar property; (iv) notice of such transfer shall be given to Lender at least thirty (30) days prior to such transfer together with such documentation regarding the transfer and the New Borrower as the Lender shall reasonably request; and (v) the New Borrower shall fully assume the obligations, including any personal liability in connection therewith, to pay all indebtedness evidenced by the Note and to perform the other terms and conditions of this Deed of Trust and other Loan Documents securing the Note, pursuant to an assumption agreement in form and content acceptable to Lender. There shall be no automatic release from liability of Borrower and any guarantors under the Note, this Deed of Trust or any other Loan Documents as a result of the Assumption.

Anything herein to the contrary notwithstanding, transfers of the Mortgaged Estate for estate planning purposes and to immediate family members will not constitute a violation of this Section 1.22 provided (i) notice of such transfers is provided to Lender; (ii) John A. Goodman retains controlling interest of Borrower or its transferee; and (iii) each such transfer is accompanied by payment of the sum of \$1,000.00 to Lender.

ARTICLE II

LENDER'S POWERS

At any time, or from time to time, without liability therefor, Lender without affecting the personal liability of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of the Mortgaged Estate, may without notice (i) release any part of the Mortgaged Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof, (v) release any person so liable, (vi) extend the maturity or alter any of the terms of any Secured Obligations, (vii) grant other indulgences, (viii) take or release any other or additional security for any obligation herein mentioned, (ix) make compositions or other arrangements with debtors in relation thereto, or (x) advance additional funds to protect the security hereof and pay or discharge the Secured Obligations of Borrower hereunder, and all amounts so advanced shall be secured hereby and shall be due and payable upon demand, by Lender.

ARTICLE III

ASSIGNMENT OF RENTS

Borrower hereby assigns and transfers to Lender all the rents, issues and profits of the Mortgaged Estate. The terms of such assignment are more specifically set forth in the Assignment of Rents and Leases which terms, by this reference, are incorporated herein.

ARTICLE IV

SECURITY AGREEMENT

Section 4.1. Creation of Security Interest. With respect to any portion of the Mortgaged Estate which constitutes Personal Property, fixtures or other property governed by the Uniform Commercial Code of the state in which the Property is located ("UCC"), this Deed of Trust shall constitute a security agreement between Borrower as the debtor and Lender as the secured party, and Borrower hereby grants to Lender a security interest in such portion of the Mortgaged Estate. Cumulative of all other rights of Lender hereunder, Lender shall have all of the rights conferred upon secured parties by the UCC. Borrower will execute and deliver to Lender all financing and continuation statements and other information that are from time to time required or appropriate to establish and maintain the validity and priority of the security interest of Lender, or any modification thereof, and pay all costs and expenses of any searches required by Lender. Lender may exercise any or all of the remedies of a secured party available to

it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Lender should proceed to dispose of such property in accordance with the provisions of the UCC, 5 days' notice by Lender to Borrower shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Lender may at its option dispose of such property in accordance with Lender's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the UCC.

Borrower shall give advance notice in writing to Lender of any proposed change in Borrower's name, identity, address, or business form or structure and will execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Mortgaged Estate described or referred to herein.

Some of the items of the Mortgaged Estate described herein are goods that are or are to become fixtures related to the Property, and it is intended that as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, and from Borrower, as debtor, at the addresses stated in Section 6.4 of this Deed of Trust.

Section 4.2. Warranties, Representations and Covenants of Borrower. Borrower hereby warrants, represents and covenants, with respect to the Personal Property that all covenants and obligations of Borrower contained herein relating to the Mortgaged Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 5.1. Events of Default. Any one or more of the following events shall be deemed an Event of Default hereunder:

(a) failure by Borrower to pay when due, (i) any payment of principal of or interest on the Note or (ii) any other sum secured hereby or due hereunder or under any other Loan Documents, together

with interest at the Default Rate;

(b) failure by Borrower to punctually perform or observe any covenant or agreement contained in this Deed of Trust (other than the monetary obligations described in paragraph (a) above) and such failure shall not have been cured within 30 days after written notice from Lender of such failure; provided, however, if the observance or performance of the covenant or agreement cannot, with diligence and the best efforts of Borrower be made by Borrower within the thirty day period, if Borrower proceeds within the period to remedy the failure and without interruption and diligently and with best efforts prosecutes the remedy, the period of time within which to cure the default will be extended for such period as Lender may elect, in the discretion of Lender, to grant to Borrower to cure the failure, but in no event more than sixty (60) days;

(c) the occurrence of a default or an event of default under any Loan Document (other than this Deed of Trust) after expiration of any applicable notice and cure period;

(d) Borrower or any guarantor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent party, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Borrower or any guarantor or of all or any part of the Mortgaged Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(e) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower or any guarantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Borrower or of all or any part of the Mortgaged Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Borrower and such appointment shall

remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

(f) a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Estate, or any judgment involving monetary damages shall be entered against Borrower which shall become a lien on the Mortgaged Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy;

(g) any suit or proceeding shall be filed against Borrower or any endorser, surety or guarantor of Borrower on any of the Loan Documents which, if adversely determined, could substantially impair the ability of Borrower or any endorser, surety or guarantor of Borrower to perform any of their obligations contained in the Loan Documents, as determined by Lender in its sole and absolute discretion;

(h) if, during the term of the Note secured by this Deed of Trust, Borrower shall without the prior written approval of Lender, sell, convey, alienate, transfer, mortgage, encumber or assign the Mortgaged Estate or any part thereof or any interest therein (including rents, issues or profits from the Property), or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Borrower; or

(i) at any time any representation, warranty or statement made by Borrower in any Loan Document or certificate delivered by Borrower shall be incorrect or misleading in any material respect, or any material misrepresentation shall at any time be made to Lender by Borrower.

Section 5.2. Acceleration Upon Default; Additional Remedies.
Upon the occurrence of an Event of Default, Lender may:

i) Declare all Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein, and Borrower hereby waives notice of intent to accelerate the Secured Obligations;

ii) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do

any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Estate, take any action described in Article II, III or IV hereof, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Secured Obligations, and in such order as Lender may determine. The entering upon and taking possession of the Mortgaged Estate, the taking of any action described in Article II, III or IV hereof, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of rents, issues or profits, Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred;

iii) Commence an action to foreclose this Deed of Trust, appoint a receiver, specifically enforce any of the covenants hereof, or sell the Mortgaged Estate pursuant to the power of sale herein conferred;

iv) Exercise any or all of the remedies available to a secured party under the UCC; and

v) Apply any sums or amounts received pursuant hereto to Sections 1.7, 1.10 or 1.15, or as rents or income of the Mortgaged Estate or otherwise, upon any Secured Obligation in such manner and order as Lender may elect. The receipt, use or application of any such sums by Lender hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Lender under the terms of the Loan Documents or any of the obligations of Borrower or any guarantor under the Loan Documents.

Section 5.3. Exercise of Power of Sale. If Lender elects to sell Borrower's interest in the Mortgaged Estate by exercise of the power of sale herein contained, Lender shall notify Trustee in the manner then required by law.

(a) Upon receipt of such notice from Lender and at the direction of Lender, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Deed of Trust. Trustee shall,

only at the direction of Lender and without demand on Borrower, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Mortgaged Estate at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Lender shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Borrower, Trustee or Lender, may purchase at such sale.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) first, to payment of all costs, fees and expenses, including attorneys' fees and expenses incurred by the Lender in exercising the power of sale or foreclosing this Deed of Trust, and (ii) second, as directed by Lender or as may be required by law.

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Mortgaged Estate.

Section 5.4. Appointment of Receiver. If an Event of Default shall have occurred, Lender, as a matter of right and without notice to Borrower or anyone claiming under Borrower, and without regard to the then value of the Mortgaged Estate or the interest of Borrower therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate and Borrower hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided in Section 5.2 (ii) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated.

Section 5.5. Remedies Not Exclusive. Lender shall be entitled to enforce payment and performance of any Secured Obligations hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Documents or other agreement or any laws

now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. To the extent allowed under Utah law, every power or remedy given by any of the Loan Documents to Lender, or to which Lender may be otherwise entitled, may be exercised without prejudice to any other power or remedy, concurrently, independently, in any order and in any manner from time to time and as often as may be deemed expedient by Lender. No remedy or power is intended to be exclusive of any other power or remedy and Lender may pursue inconsistent remedies.

The acceptance by Lender of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Lender of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Borrower to pay the entire sum then due, and failure of Borrower to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by Lender to any action or inaction of Borrower which is subject to consent or approval of Lender hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions. Nothing contained in this Deed of Trust shall be construed to constitute Lender as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 5.6. Marshalling. Notwithstanding the existence of any other security interest in the Mortgaged Estate held by Lender or by any other party, Lender shall have the right to determine the order in which any of the Mortgaged Estate or any part thereof shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower and any party who now or hereafter acquires a security interest in any of the Mortgaged Estate and who has actual or constructive notice hereof hereby waives, to the extent permitted by law, any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Governing Law. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision or clause of this Deed of Trust conflicts with applicable laws, such conflicts shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 6.2. Waiver of Rights. To the extent permitted by law, Borrower waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisal before sale of any portion of the Mortgaged Estate, (ii) providing for a jury trial on any issues pertaining to the Loan Documents or any liability of the Borrower or (iii) in any way extending the time for the enforcement of the collection of the Secured Obligations. To the full extent Borrower may do so, Borrower agrees that Borrower will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension, or homestead exemption, and Borrower, for Borrower, Borrower's representatives, heirs, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisal, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Secured Obligations and marshalling in the event of foreclosure of the liens hereby created.

Section 6.3. Statements by Borrower. Borrower, within 10 days after being given notice, will furnish, or cause to be furnished, to Lender a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating that no offset or defense exists against such amounts. Within 90 days after the close of Borrower's fiscal year, at no expense to Lender, Borrower will submit (i) a certified copy of its annual operating statements on the Mortgaged Estate prepared and certified by Borrower (ii) a current rent roll for the Mortgaged Estate and (iii) upon request by Lender, such other reports and statements which are prepared by Borrower and its representatives and agents in the ordinary course of business.

Section 6.4. Notices. Whenever Lender or Borrower shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand,

request or other communication shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Borrower: Goodman Oquirrh LLC, a Washington limited liability company
401 2nd Avenue South #110
Seattle, Washington 98104

If to Lender: The Union Central Life Insurance Company
1876 Waycross Road, P.O. Box 40888
Cincinnati, Ohio 45240

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 6.5. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 6.6. Invalidity of Certain Provisions; Conflicting Provisions. To the extent any conflict exists between the terms of the Commitment Letter and the terms of the other Loan Documents, the terms of the other Loan Documents will govern.

Section 6.7. Subrogation. To the extent that proceeds of the Note or advances under this Deed of Trust are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds or advances have been or will be advanced by Lender at Borrower's request, and Lender shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

Section 6.8. Change in Ownership. If the ownership of the Mortgaged Estate or any part thereof or interest therein becomes vested in a person other than Borrower owning the same on the date hereof, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Deed of Trust and the Secured Obligations in the same manner as with Borrower without in any way vitiating or discharging Borrower's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Estate, and no forbearance on the part of Lender and no extension of the time for the payment of the Secured Obligations, given by Lender, shall operate to release, discharge, modify, change or affect the original liability, if any, of Borrower or the liability of any guarantors or sureties of Borrower, either in

whole or in part.

Section 6.9. Assignment of Lender's Interest. Borrower hereby specifically grants unto Lender the right and privilege, at Lender's option, to transfer and assign to any third person all or any part of Lender's rights hereunder. Upon any such transfer, Borrower at Lender's request, shall provide an estoppel certificate to such third person in form and content satisfactory to Lender, in its reasonable discretion.

Section 6.10. Time Is of the Essence. Time is of the essence under this Deed of Trust and the other Loan Documents.

IN WITNESS WHEREOF, Borrower has caused this Deed of Trust to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

BORROWER:

Goodman Oquirrh LLC, a Washington limited liability company

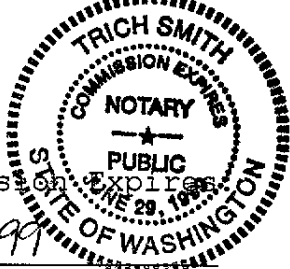
By: [Signature]

John A. Goodman

Its: Managing Member

STATE OF Washington)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 4th day of May, 1999, by John A. Goodman, the managing member of Goodman Oquirrh LLC, a Washington limited liability company, the signer of the within instrument, who duly acknowledged before that he executed the same.



[Signature]
NOTARY PUBLIC Trich Smith

My Commission Expires 6-29-99

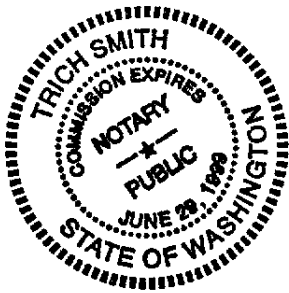
Residing at: Clyde Hill, WA

BK8274PG7322

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 4th day of May 1999, before me personally appeared John A. Goodman known to me to be the Managing Member of Goodman Oquirrh LLC who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Trich Smith
NOTARY PUBLIC in and for the State of Washington
Residing at: Clyde Hill
My appointment expires: June 29, 1999

BK8274PG7323

Acknowledgments

Exhibit A: Legal Description

Exhibit B: Permitted Encumbrances

EXHIBIT "A"
TO
DEED OF TRUST, FINANCING STATEMENT
AND SECURITY AGREEMENT

LEGAL DESCRIPTION

Loan #990123

PARCEL 1 (Fee Simple Estate):

COMMENCING at the Southeast corner of Lot 8, Block 36, Plat "B" Salt Lake City Survey, West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH a right of way for a storm sewer over and through the following described property:

COMMENCING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B" Salt Lake City Survey and running thence West 15 rods to 3rd East Street; thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of BEGINNING.

The above described property also known by the street address of: 350 South 400 East, Salt Lake City, Utah 84111

PARCEL 2 (Easement Estate):

An Easement for parking, access, utilities and other purposes as established by that certain Easement and Use Restrictions Agreement dated May 8, 1998 and recorded May 8, 1998 as Entry No. 6957459 of Official Records, and encumbering the following parcel:

BEGINNING at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

The above described property also known by the street address of: 305 South 400 East, Salt Lake City, Utah 84111

EXHIBIT "B"
TO
DEED OF TRUST, FINANCING STATEMENT
AND SECURITY AGREEMENT

Permitted Encumbrances

UCL #990123

1. (Affects Parcel 1)
Taxes for the year 1999 now a lien, not yet due. Tax ID No. 16-06-401-010-0000.

1998 general property taxes were paid in the amount of \$20,972.52.
2. (Affects Parcel 2)
Taxes for the year 1999 now a lien, not yet due. Tax ID No. 16-06-401-017-0000.

1998 general property taxes were paid in the amount of \$1,468.15.
3. Said property is included within the incorporated city limits of Salt Lake City, a municipal corporation of the State of Utah and is subject to any special assessments for improvements or services as may be therein provided.
4. (Affects Parcel 2)
An easement for storm sewer purposes as disclosed in the deed recorded October 29, 1973 as Entry No. 2578760 in Book 3448 at page 79 of Official Records.

Affects:

BEGINNING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B" Salt Lake City Survey, and running thence West 15 rods to 3rd East Street, thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of beginning.
5. (Affects Parcel 1)
Terms and Provisions contained within that certain Agreement, dated October 30, 1973, by and between CARMON A. BLACK and MARGARET H. BLACK, his wife, and OQUIRRH ASSOCIATES, a

refusal and condition of right of way, recorded June 8, 1998
as Entry No. 6987070 in Book 8000 at page 1912 of Official
Records.

partnership, recorded October 31, 1973, as Entry No. 2579112, in Book 3449, at Page 154, of Official Records.

6. (Affect Parcel 2)
A right of way as disclosed in several documents of record, one of which is the deed from Clemence G. Martin and Beth W. Martin to OQUIRRH ASSOCIATES, a limited partnership, recorded October 1, 1976 at Entry No. 2861991 in Book 4355 at page 421 of Official Records.

Affects:

COMMENCING at the southwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey and running thence East 247.5 feet; thence North 9 1/2 feet; thence West 247.5 feet; thence South 9 1/2 feet to the place of commencement.

7. (Affects Parcel 2)
Ten (10) Parking Stalls as referenced in that certain Option dated September 11, 1990 and recorded September 13, 1990 as Entry No. 4964991 in Book 6252 at page 650 of Official Records; and, in that certain Warranty Deed dated April 3, 1997 and recorded April 4, 1997 as Entry No. 6611288 in Book 7630 at page 0027 of Official Records.

8. (Affects Parcel 2)
A Right of Way in favor of WILLIAM NG and RAYMOND NG as conveyed in that deed recorded May 14, 1992 as Entry No. 5255140 in Book 6456 at page 2077 of Official Records.

Affects:

BEGINNING at a point 165 feet South of the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey and running thence East 247.5 feet, thence North 9.5 feet; thence West 247.5 feet, thence South 9.5 feet to the point of beginning.

9. (Affects Parcel 2)
Terms and Conditions of that certain Easement and Use Restrictions Agreement by and between Goodman Oquirrh LLC, a Washington limited liability company, and Oquirrh Associates, LLC, a Utah limited liability company, dated May 8, 1998, and recorded May 8, 1998, as Entry No. 6957459 of Official Records.

10. (Affects Parcel 2)
A Notice of Interest, executed by Stephen M. Harmsen, as Manager for Oquirrh Associates, asserting the right of first