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Dennis R. Tyler, Attorney at Law
American United Life Insurance Company
One American Square
Post Office Box 368
Indianapolis, Indiana 46206-0368
(317) 285-1877

APN: 27-01-377-013; and 030

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES (together with all amendments and supplements hereto, this "Assignment") is made this 23 day of July, 2014, by RICHARD N. REESE LIMITED LIABILITY COMPANY, L.L.C., a Utah limited liability company, having an address and principal place of business at P.O. Box 708490, Sandy, Utah 84070 ("Assignor") to AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation, having its principal offices in Indianapolis, Indiana and an address at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368 ("Assignee").

WITNESSETH, THAT, FOR VALUE RECEIVED, Assignor hereby absolutely, directly, and unconditionally conveys, assigns, transfers and sets over to Assignee all right, title and interest of Assignor in and to that certain lease to Standard Plumbing Supply, Inc., as lessee, dated February 11, 2014 (the "Lease"), and all other leases, leasing real estate and improvements lying and being in the County of Salt Lake, State of Utah, more particularly described as follows, to-wit:

PARCEL 1:

BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH 89°59'02" WEST 838.71 FEET ALONG THE MONUMENT LINE OF SAID 9400 SOUTH STREET TO THE EAST LINE ON THE SAID RAILROAD RIGHT OF WAY AND NORTH 6°21'39" EAST 1090.77 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°29'03" EAST 58.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 6°21'39" EAST 699.42 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89°59'19" EAST 534.95 FEET TO THE WEST LINE OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY; THENCE SOUTHEASTERLY 256.88 FEET ALONG

THE ARC OF A 2814.79 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 77°18'57" WEST AND LONG CHORD BEARS SOUTH 10°04'11" EAST 256.79 FEET, WITH A CENTRAL ANGLE OF 05°13'44") ALONG THE WEST LINE OF SAID I-15 FREEWAY FRONTAGE ROAD; THENCE WEST 201.85 FEET; THENCE SOUTH 30.00 FEET; THENCE WEST 11.00 FEET; THENCE SOUTH 202.78 FEET; THENCE SOUTH 89°41'46" WEST 37.46 FEET; THENCE SOUTH 206.78 FEET; THENCE SOUTH 89°39'40" WEST 407.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 5, 2009 AS ENTRY NO: 10832215 IN BOOK 9777 AT PAGE 3454 BEING DESCRIBED AS FOLLOWS:

A PORTION OF LAND IN FEE FOR THE "FRONTRUNNER SOUTH COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT SAID PARCEL BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED JUNE 8, 2001, AS ENTRY 7917672 IN BOOK 8466 AT PAGE 4572, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89°46'23" WEST 708.38 FEET ALONG THE SECTION LINE AND NORTH 00°13'37" EAST 1134.63 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 06°17'02" EAST 699.30 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE NORTH LINE OF THE GRANTOR'S PROPERTY AND THE SOUTH RIGHT OF WAY LINE OF 9120 SOUTH STREET; THENCE SOUTH 89°59'19" EAST 2.11 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE SOUTH 06°17'02" WEST 699.29 FEET TO A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE SOUTH 89°39'40" WEST 2.11 FEET ALONG SAID SOUTH LINE TO SAID RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING.

PARCEL 1A:

SUBJECT TO ALL RIGHTS AS GRANTED BY THAT CERTAIN RIGHT OF WAY AND EASEMENT RECORDED AS ENTRY NO. 7917669, IN BOOK 8466, AT PAGE 4560 AND THAT CERTAIN CORRECTION OF RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED AS ENTRY NO. 9325077, IN BOOK 9106, AT PAGE 4692 OF THE OFFICIAL RECORDS, AS DESCRIBES AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF A DENVER & RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH 89°59'02" WEST 838.71 FEET ALONG A MONUMENT LINE IN 9400 SOUTH STREET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND NORTH 6°21'39" EAST 1090.77 FEET ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°29'03" EAST 58.15 FEET FROM SOUTH QUARTER CORNER OF

SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SAID SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING ; THENCE NORTH 6°21'39" EAST 699.29 FEET ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89°59'19" EAST 20.12 FEET; THENCE SOUTH 6°21'29" WEST 699.29 FEET; THENCE SOUTH 89°39'40" WEST 20.14 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, BEING THE POINT OF BEGINNING

.42

Feet

PARCEL 1B:

SUBJECT TO AND TOGETHER WITH A 24-FOOT INGRESS/EGRESS EASEMENT AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENTS AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIAL RECORDS:

A RECIPROCAL ACCESS EASEMENT FROM 9400 SOUTH STREET OVER AND ACROSS THE FOLLOWING DESCRIBED CENTERLINE TO 300 WEST STREET, SAID EASEMENT BEING 12 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO-WIT:

BEGINNING AT A POINT WHICH IS WEST 462.70 FEET AND NORTH 95.14 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 00°28'18" WEST 1013.90 FEET; THENCE EAST 477.27 FEET, PLUS OR MINUS, TO THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET, SAID POINT BEING THE POINT OF TERMINUS.

PARCEL 1C:

SUBJECT TO AND TOGETHER WITH A 10-FOOT CULINARY WATER EASEMENTS AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENTS AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF OFFICIAL RECORDS:

WATER EASEMENT TO BE TRANSFERRABLE TO PUBLIC UTILITIES BY EITHER PARTY FOR THE PURPOSE OF INGRESS/EGRESS MAINTENANCE AND REPAIR, SAID EASEMENT BEING 10 FEET IN WIDTH, 5 FEET EACH SIDE OF THE FOLLOWING DESCRIBES CENTERLINE, TO-WIT

BEGINNING AT A POINT WHICH IS WEST 801.98 FEET AND NORTH 94.70 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 06°54'54" EAST 542.27 FEET; THENCE SOUTH 89°51'07" EAST 263.30 FEET TO A POINT 10 FEET WEST OF THE SANITARY SEWER LINE;. THENCE NORTH 00°04'27" WEST 467.02 FEET; THENCE NORTH 89°47'09" EAST 481.96 FEET, MORE OR LESS, TO A POINT ON THE

WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET

PARCEL 1D:

SUBJECT TO AND TOGETHER WITH A 15-FOOT SANITARY SEWER EASEMENTS AS DISCLOSED BY EASEMENTS AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO.9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENT AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIAL RECORDS:

SEWER EASEMENT TO BE TRANSFERABLE TO PUBLIC UTILITIES BY EITHER PARTY FOR THE PURPOSE OF INGRESS/EGRESS, MAINTENANCE AND REPAIR, SAID EASEMENTS BEING 15 FEET IN WIDTH AND FOLLOWING THE PHYSICAL LOCATION, TO-WIT:

BEGINNING AT A POINT WHICH IS WEST 455.20 FEET AND NORTH 95.14 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 00°04'27" WEST 784.91 FEET; THENCE SOUTH 89°55'33" WEST 15.00 FEET; THENCE SOUTH 00°04'27" EAST 784.91 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°55'33" EAST 15.00 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING

PARCEL 1E:

SUBJECT TO AND TOGETHER WITH A 7.5-FOOT STORM DRAIN EASEMENT AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENT AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIALS RECORDS:

BEGINNING AT A POINT WHICH IS WEST 692.19 FEET AND NORTH 1142.89 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 87°45'15" EAST 2.25 FEET; THENCE SOUTH 08°44'41" WEST 3.83 FEET; THENCE NORTH 89°34'15" EAST 7.60 FEET; THENCE NORTH 08°44'41" EAST 3.47 FEET; THENCE SOUTH 87°45'15" EAST 230.13 FEET; THENCE NORTH 00°28'18" WEST 7.51 FEET; THENCE NORTH 87°45'15" WEST 239.57 FEET; THENCE SOUTH 02°14'45" WEST 7.50 FEET TO THE POINT OF BEGINNING.

PARCEL 1F:

TOGETHER WITH A CROSS ACCESS EASEMENT AS DISCLOSED BY THAT WARRANTY DEED RECORDED JULY 27, 2006, AS ENTRY NO:9793909 IN BOOK 9327 AT PAGE 5162 OF OFFICIAL RECORDS.

A CROSS ACCESS EASEMENTS BEING 20.00 FEET IN WIDTH, 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF THE WEST FRONTAGE ROAD OF INTERSTATE 15 WHICH IS NORTH $00^{\circ}12'51''$ WEST 1053.25 FEET ALONG THE MONUMENT LINE OF SAID WEST FRONTAGE ROAD OF INTERSTATE 15, AND WEST 42.05 FEET FROM A SALT LAKE COUNTY MONUMENT LOCATED AT THE INTERSECTION OF THE WEST FRONTAGE ROAD AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH $16^{\circ}32'53''$ EAST 58.18 FEET BY MEASUREMENT FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 185.00 FEET; THENCE SOUTH $00^{\circ}27'00''$ WEST 458.61 FEET; THENCE EAST 184.92 FEET TO THE POINT OF TERMINATION.

PARCEL 2:

Feet WEST 53.62 BEGINNING AT A POINT NORTH $89^{\circ}54'45''$ WEST 443.53 FEET AND NORTH $0^{\circ}05'19''$ WEST 53.62 AND NORTH $0^{\circ}29'36''$ WEST 1086.39 FEET AND NORTH $89^{\circ}32'55''$ EAST 165.45 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $00^{\circ}06'45''$ WEST 206.77 FEET; SOUTH $89^{\circ}35'01''$ WEST 9 FEET; THENCE SOUTH $0^{\circ}06'45''$ EAST 206.78 FEET; THENCE NORTH $89^{\circ}32'55''$ EAST 9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED MARCH 17, 2005 AS ENTRY NO. 9325076 IN BOOK 9106 AT PAGE 4688, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH $89^{\circ}59'02''$ WEST 838.71 FEET ALONG THE MONUMENT LINE OF SAID 9400 SOUTH STREET TO THE EAST LINE ON THE SAID RAILROAD RIGHT OF WAY AND NORTH $6^{\circ}21'39''$ EAST 1090.77 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH $16^{\circ}29'03''$ EAST 58.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $6^{\circ}21'39''$ EAST 699.42 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY; THENCE SOUTH $89^{\circ}59'19''$ EAST 534.95 FEET TO THE WEST LINE OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY; THENCE SOUTHEASTERLY 256.88 FEET ALONG THE ARC OF A 2814.79 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH $77^{\circ}18'57''$ WEST AND LONG CHORD BEARS SOUTH $10^{\circ}04'11''$ EAST 256.79 FEET, WITH A CENTRAL ANGLE OF $05^{\circ}13'44''$) ALONG THE WEST LINE OF SAID I-15 FREEWAY FRONTAGE ROAD; THENCE WEST 201.85 FEET; THENCE SOUTH 30.00 FEET; THENCE WEST 11.00 FEET; THENCE SOUTH 202.78 FEET; THENCE SOUTH $89^{\circ}41'46''$ WEST 37.46 FEET; THENCE SOUTH 206.78 FEET; THENCE SOUTH $89^{\circ}39'40''$ WEST 407.03 FEET TO THE POINT OF BEGINNING.

(hereinafter called the "Premises"); together with all rents, income, termination fees, purchase proceeds and all other income and sums payable thereunder or otherwise for the use and occupancy of the Premises and without limitation, all options, amendments, extensions or renewals thereof and guarantees of lessee's obligations under the Lease.

This Assignment is given as security for (a) payment of all sums due under a certain promissory note and all amendments, extensions or renewals thereof, in the original principal sum of FOUR MILLION and 00/100 Dollars (\$4,000,000.00), made by Assignor to Assignee, dated of even date herewith (the "Note") and secured by a/an Trust Deed, Security Agreement and Fixture Filing on the Premises (the "Deed of Trust"); (b) payment of all other sums with interest becoming due and payable to Assignee under the provisions of this Assignment or the Note or the Deed of Trust; and (c) the performance and discharge of each obligation, covenant and agreement of Assignor contained herein and in the Note and the Deed of Trust. Acceptance of this Assignment shall not impair, affect or modify any of the terms or conditions of the Note or the Deed of Trust.

Assignor covenants and agrees with Assignee as follows:

1. Assignor will:

- (a) fulfill and perform each and every obligation, condition and covenant of the Lease by Assignor, as lessor, to be fulfilled and performed;
- (b) give prompt written notice to Assignee of any notice of default delivered by or to Assignor under the Lease, together with a complete copy of any such notice;
- (c) at the sole cost and expense of Assignor, enforce, short of termination of the Lease, the performance and observance of each and every covenant and condition of the Lease and of any guarantee of lessee's obligations thereunder by the lessee or guarantor to be performed or observed; and
- (d) from time to time, execute any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of the Lease and any guarantee thereof or any agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect.

2. Assignor will not, without first securing the written consent of Assignee:

- (a) reduce rents or otherwise modify or in any way alter the terms of the Lease or of any guarantee of lessee's obligations thereunder;
- (b) cancel or terminate the term of the Lease or accept a surrender thereof or permit to be done anything to impair the security thereof or of any guarantee of lessee's obligations thereunder;

- (c) waive or release the lessee in the Lease or any guarantor thereof from any obligation or condition by the lessee or guarantor to be performed;
- (d) exercise options or give consent to assignment or subletting or other requests of lessee under terms of the Lease;
- (e) execute any other assignment of lessor's interest in the Lease or any guarantee of lessee's obligations thereunder or assignment of rents arising or accruing from the Lease or from the Premises;
- (f) enter into any settlements for breach of obligations by lessee or any guarantor under the Lease; or
- (g) collect, more than thirty (30) days in advance, any rentals Assignor is entitled to collect under the Lease or otherwise from the Premises.

3. The rights absolutely assigned hereunder include, without limitation, all the rights and powers of Assignor to exercise options under the Lease or give consents thereunder, or to reduce rents or otherwise modify or alter the Lease or any guarantee thereof, or to cancel or terminate the term of the Lease or accept a surrender thereof, or to accept or reject an offer or option to purchase made by lessee under terms of the Lease, if any, or to waive, or release the lessee from, the performance or observance by lessee of any obligation or condition of the Lease or any guarantee thereof, or to collect rents and other sums payable by lessee under the Lease, and to sue lessee or any guarantor of lessee's obligations for all such unpaid rents and other sums or to collect sums payable by lessee as the purchase price for the Premises under terms of the Lease, or to enter into any settlements with lessee or any guarantor for breach of obligations in the Lease by lessee. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to indorse all checks, money orders or other paper evidencing rents under the Lease herein assigned, on which Assignor appears as a payee thereof.

4. At the sole cost and expense of Assignor, Assignor will appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of Assignor, as lessor, the lessee, or any guarantor thereunder.

5. Should Assignor fail to do any act or perform any obligation as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor and without releasing Assignor from any obligation herein, may make, perform or do such act or perform such obligation, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignor, as lessor, set forth in the Lease, and in exercising any such powers Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest from date of any such expenditure at the rate of seven and 25/100 percent (7.25%) per annum (the "Default Interest Rate") (or at such

lesser rate of interest as may be the maximum not prohibited by applicable law), and the same shall be so much additional indebtedness secured hereby and by the Deed of Trust.

6. This Assignment is an absolute, unconditional, direct assignment, currently perfected, which is effective immediately and is not dependent on the existence of a default in the Note or the Deed of Trust. As such, Assignor hereby directs Standard Plumbing Supply, Inc. to pay all rentals and other sums that may hereafter become due in respect of the Lease to Assignee, or to such of the representatives of Assignee as Assignee shall designate by written request to the lessee, commencing with rental next due and payable and continuing until the indebtedness is paid in full or until Assignee shall have notified the lessee, in writing, to discontinue such payments. All rentals or other sums shall be held without allowance of interest, and shall be applied to the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Assignee:

- (a) to the payment of installments of principal and interest on the Note as and when the same become due and payable;
- (b) to the payment of all other sums due Assignee or otherwise payable by Assignor under the Note and the Deed of Trust or under the provisions of this Assignment; and
- (c) any amounts not applied as above provided will be refunded promptly to Assignor, provided no default then exists in any term or condition of the Note or the Deed of Trust or this Assignment.

Assignor shall have no right or claim of any nature against the lessee under the Lease for any rents or other sums so paid by lessee to Assignee or to the representatives of Assignee under this Assignment.

7. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or the Deed of Trust contained, and the expiration of the period of grace, if any, with respect to any such default as provided for in the Note or the Deed of Trust, Assignee may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, Assignee may make, cancel, enforce or modify the Lease or any guarantee thereof, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in Assignee's own name sue for or otherwise continue to collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of the rights of Assignee hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of the rights of Assignee hereunder or under

the Note or the Deed of Trust; and any and all amounts expended by Assignee in connection with the foregoing together with interest thereon from date of payment of any such expense at the Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall constitute so much additional indebtedness secured hereby and by the Deed of Trust. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default or notice of default hereunder or under the Note or the Deed of Trust.

8. Assignee shall not be liable for failure to collect rents or other sums assigned hereunder or to enforce performance by lessee or any guarantor under the Lease or for any act or omission of Assignee in managing the Premises after default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment. Except for the claims arising from Assignee's gross negligence, willful misconduct or bad faith, Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liability, loss or damage which it may incur under the Lease or any guarantee thereof, or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease. Should Assignee incur any such liability, loss or damage under the Lease or any guarantee thereof, or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon from date of any such payment at the Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be secured hereby and by the Deed of Trust, and Assignor shall reimburse Assignee therefor immediately upon demand. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of the Lease or any guarantee thereof; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by any lessee or any other party or for any dangerous or defective condition of the Premises, nor for any negligence (other than gross negligence of Assignee) in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

9. Assignor represents and warrants that: (a) Assignor has not executed any prior assignment of any of Assignor's rights under the Lease or any guarantee thereof; (b) the Lease and any guarantee of lessee's obligations thereunder are valid and enforceable and Assignor has not done anything that might prevent Assignee from or limit Assignee in operating under any of the provisions of this Assignment; (c) rent under the Lease has not been collected in advance of the time when due under terms of the Lease; (d) there is no present default by the lessee or Assignor, as lessor, under the Lease or by any guarantor thereof; (e) Assignor is the sole owner of the entire lessor's interest in the Lease and the guarantee, if any; and (f) the Lease and any guarantee thereof are in full force and effect and have not been altered, amended or modified except such amendments as may be set

out in the Deed of Trust.

10. Assignee may take or release other security for the payment of the indebtedness hereby secured; may release any party primarily or secondarily liable therefor; and may apply any other security held by Assignee to the satisfaction of such indebtedness without prejudice to any of Assignee's rights under this Assignment.

11. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted Assignee hereunder shall be deemed to be a waiver by Assignee of Assignee's rights and remedies hereunder or under the Note and the Deed of Trust, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Deed of Trust. The right of Assignee to collect said indebtedness hereby secured and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder.

12. In case of any conflict between the terms of this Assignment and the terms of the Deed of Trust, the terms of the Deed of Trust shall prevail.

13. This Assignment embodies the entire agreement and understanding between Assignee and Assignor relating to the subject matter hereof and may not be amended or waived except by an instrument in writing executed by the party against whom enforcement of such amendment or waiver is sought. If any clauses or provisions herein contained would invalidate this Assignment in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Assignment will remain in full force and effect.

14. All notices or demands which are required or permitted to be given or served hereunder shall be in writing and sent by U.S. Postal Service certified or registered mail, or by recognized national overnight courier service, to the address first above set out or to such other address as any party hereto shall designate to the other in writing.

15. The term "Lease" as used herein means the Lease heretofore defined and hereby assigned and any amendment, extension or renewal thereof now or hereafter executed and, at the option of Assignee, any written or oral lease existing during the term of this Assignment covering the Premises or any part thereof.

16. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Deed of Trust and shall be binding upon Assignor, its heirs, executors, administrators, successors, and assigns and any subsequent owner of the Premises. If more than one person or entity has executed this Assignment as Assignor, the term "Assignor" shall include all such persons and the obligations of all such persons shall be joint and several. In this Assignment, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders and the singular number includes the plural and the plural the singular.

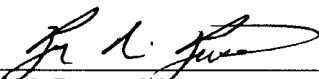
17. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

18. Upon the payment in full of the Note and all indebtedness secured hereby and by the Deed of Trust, as evidenced by the recording or filing of an instrument of conveyance, satisfaction or full release of the Deed of Trust, this Assignment shall automatically become and be void and of no effect.

[Remainder of page intentionally left blank; signature page(s) to follow.]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

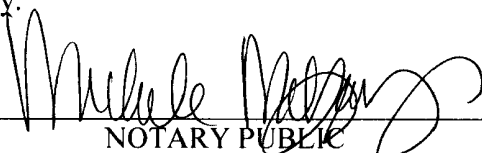
RICHARD N. REESE FAMILY LIMITED
LIABILITY COMPANY, L.L.C.,
a Utah limited liability company


Richard N. Reese, Manager

STATE OF Utah)
COUNTY OF Salt Lake) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 9 day of July, 2014, personally appeared Richard N. Reese, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, acknowledged that he/she/they is/are the Manager of RICHARD N. REESE FAMILY LIMITED LIABILITY COMPANY, L.L.C., a Utah limited liability company and executed said instrument by authority duly given and as the act of said limited liability company.

My Commission Expires: 4/3/2018


NOTARY PUBLIC

