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 Book - 9888 Pg - 493-508
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 16 P.

RECORDING REQUESTED BY:

Wells Fargo Foothill, LLC

AND WHEN RECORDED MAIL TO:

Paul, Hastings, Janofsky & Walker LLP
 515 South Flower Street
 25th Floor
 Los Angeles, CA 90071
 Attn: John Francis Hilson
 Re: American Blue Ribbon Holdings, LLC

Space above this line for recorder's use only

F-76764

WAIVER AND CONSENT BY REAL PROPERTY OWNER(S)
 ("Waiver and Consent")

THIS WAIVER AND CONSENT is made and entered into between **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("WFF"), as arranger and administrative agent for certain lenders (in such capacity, "Agent"), and **Florence J. Gillmore**, ("Owner"), and affects that real property in the City or Town of Salt Lake City, County of Salt Lake, State of UT, fully described on Exhibit A attached hereto and made a part hereof by this reference, and more commonly known as 910 East 400 South, Sale Lake City, UT 84102-3016 (hereinafter referred to as the "Premises").

WHEREAS, **AMERICAN BLUE RIBBON HOLDINGS, LLC** ("Tenant") has leased the Premises from Owner by that certain Lease Agreement dated date April 20, 1995; effective January 20, 1995 (the "Lease"). This Waiver and Consent does not amend any of the terms of the Lease and reference thereto is made for further particulars.

WHEREAS, this Waiver and Consent is executed pursuant to (i) that certain Credit Agreement, dated as of March 27, 2009 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among WFF, Ableco Finance LLC, a Delaware limited liability company, and A3 Funding LP, a Cayman Islands limited partnership, as lenders (such lenders, together with their respective successors and permitted assigns, the "Lenders"), Fidelity Newport Holdings, LLC, a Delaware limited liability company ("Parent"), American Blue Ribbon Holdings, LLC, a Delaware limited liability company ("Borrower"), and Agent; (ii) that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, dated as of November 12, 2009 (as amended, restated, modified or supplemented from time to time, the "Mortgage"), by Tenant in favor of Agent; and (iii) other agreements related thereto (hereinafter collectively referred to as the "Agreements") by and among the Lenders, Agent, Borrower and certain affiliates of Borrower (together with Borrower, individually and collectively, jointly and severally, the "Obligors"), which Agreements, among other things, were given by the Obligors to Agent for the purpose of securing the repayment of all obligations and the performance of all duties now or hereafter owing by the Obligors to the Lender Group, of every kind and description. This Waiver and Consent does not amend any of the terms of the Agreements and reference thereto is made for further particulars.

WHEREAS, as security for the payment and performance of the Obligor's obligations under the Credit Agreement and the Agreements, Agent has required, subject to the terms of the Lease, (a) Tenant to grant to Agent a mortgage lien on Tenant's leasehold interest in the Premises and (b) Tenant to grant a security interest in and lien upon, among other collateral, all of Tenant's personal property, including, but not limited to the inventory, equipment, furniture, furnishings, trade fixtures, machinery, and tools of Tenant, together with all additions, substitutions, replacements, and improvements to the same (hereinafter referred to as "Goods"), which Goods are or are to be located on and may be affixed to the Premises or be improvements thereon.

Agent and Owner agree that:

1. Owner acknowledges that (i) the Lease is in full force and effect and constitutes the legal, valid and binding obligation of Owner enforceable against Owner in accordance with its terms except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, (ii) this Waiver and Consent constitutes the legal, valid and binding obligation of Owner enforceable against the Owner in accordance with its terms except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally, and (iii) as of the date hereof, Owner is not aware of any existing default under the Lease or any such default which would result from the execution, delivery and performance of the Agreements.

2. Owner hereby unconditionally and irrevocably consents to Tenant encumbering its leasehold interest under the Lease by executing and recording the Mortgage. Owner agrees that the Mortgage may be assigned, modified or amended without the prior written consent of Owner.

3. The Goods shall be and remain personal property notwithstanding the manner of their annexation to the Premises, their adaptability to the uses and purposes for which the Premises are used, or the intentions of the party making the annexation.

4. Owner hereby subordinates to Agent and the Lenders any rights which Owner may claim to have in and to the Goods, no matter how arising, including, without limitation, all rights of levy or distraint or liens for rent.

5. Owner consents to the installation of the Goods on the Premises, agrees that Agent may do to and with the Goods any or all of the acts below enumerated, and grants Agent the right, as set forth below, to enter into possession of the Premises to do any or all of the following (the "Permitted Actions") with respect to the Goods: assemble, have appraised, display, sever, remove, maintain, prepare for sale or lease, advertise, inspect, repair, lease, transfer, and/or sell (at public auction or private sale). Agent shall have the right and license to enter into and to occupy the Premises, for the purposes described above, for an actual occupancy period of up to one hundred twenty (120) days (at Agent's discretion), following the later of (a) Owner placing Agent in possession of the Premises; and (b) abandonment or surrender of the Premises by Tenant, whether voluntary or involuntary; provided, however, if Agent is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency

proceeding involving the Tenant, from enforcing its security interest in the Goods, the one hundred twenty (120) day period shall commence upon termination of such prohibition. In consideration of the foregoing, Agent agrees (to the extent not paid by the Tenant) to pay to Owner, for the use and occupancy of the Premises by Agent as provided above, per diem rent (based upon then current base rent and the Tenant's pro rata share of operating costs, utilities and taxes payable by the Tenant under the Lease but excluding any supplemental rent or other costs, expenses or amounts or any indemnities payable thereunder, upon default or otherwise) for each day Agent actually uses or occupies the Premises as provided above, based upon a thirty (30) day month for actual days of occupancy by Agent. Any extensions of the foregoing period shall be with the written consent of Owner and at the same rate. All physical damage to the Premises caused by the removal of the Goods shall be reimbursed or repaired by Agent at the Lender Group's expense.

6. Owner acknowledges and agrees that if the Lease terminates because of a rejection of the Lease by Tenant in any state or federal insolvency or bankruptcy proceeding or because of any default by Tenant which by its nature cannot be cured by Agent, Owner shall provide Agent with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of (1) all sums that would have been due under the Lease on the date of the termination had such termination not occurred, and (2) all other defaults, if any, then known to Owner and not previously included in a Default Notice (as defined below). Upon such termination, Owner agrees to enter into a new lease (the "New Lease") of the Premises with Agent or its designee, at the sole and exclusive option of Agent, for the remainder of the term of the Lease. The New Lease shall be effective as of the date of termination of the Lease, at the same rent and upon the terms, covenants and conditions of the Lease (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled); provided that:

a. Agent makes written request upon Owner for the New Lease within thirty (30) days after the date such Agent receives a New Lease Notice;

b. Agent or its designee pays or causes to be paid to Owner at the time of execution and delivery of the New Lease any and all sums that would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and which were listed in the New Lease Notice (with a credit for any income from the Premises received by Owner during the time that the Lease was terminated). Additionally, Agent or its designee shall pay or cause to be paid to Owner all reasonable expenses, including without limitation reasonable attorneys' fees that Owner incurred by reason of such termination and the execution and delivery of the New Lease and that have not otherwise been received by Owner from Tenant or other party in interest under the Lease;

c. Agent or its designee shall agree to remedy any of Tenant's defaults of which Agent was notified in the New Lease Notice and that are reasonably susceptible of being cured by Agent or its designee; and

d. The tenant under the New Lease shall have the same right, title and interest in and to the Premises and the Goods as Tenant had under the Lease.

7. [for space leases only] Owner acknowledges and agrees that any sale of Tenant's interest in the Lease (the "Leasehold Interest") under a foreclosure of the Mortgage shall be deemed to be a permitted sale, transfer or assignment of the Lease under the Lease. Upon acquiring the Leasehold Interest, a transferee may sell and assign the Leasehold Interest with the consent of Owner, which shall not be unreasonably withheld, and the transferor shall thereafter be relieved of all obligations under the Lease; provided that the entity acquiring the Leasehold Interest has delivered to Owner its written agreement to be bound by all the provisions of the Lease.

[for ground lease only] Owner acknowledges and agrees that any sale of Tenant's interest in the Lease and of the leasehold estate created thereunder (the "Leasehold Estate") under a foreclosure of the Mortgage shall be deemed to be a permitted sale, transfer or assignment of the Lease under the Lease. Upon acquiring the Leasehold Estate, a transferee may sell and assign the Leasehold Estate with the consent of Owner, which shall not be unreasonably withheld, and the transferor shall thereafter be relieved of all obligations under the Lease; provided that the entity acquiring the Leasehold Estate has delivered to Owner its written agreement to be bound by all the provisions of the Lease.

8. Owner acknowledges that at any time prior to Owner placing Agent in possession of the Premises, or abandonment of or surrender of the Premises by Tenant, Agent may take any or all of the Permitted Actions subject only to Agent's Agreements with the Obligors.

9. Owner acknowledges and agrees that Tenant's granting of a security interest in the Goods and the granting of a mortgage lien in and upon Tenant's leasehold interest in the Premises, in each case, in favor of Agent shall not, upon receipt of Owner's consent thereto, constitute a default under the Lease or permit Owner to terminate the Lease or re-enter or repossess the Premises or otherwise be the basis for the exercise of any remedy by Owner, and Owner hereby expressly consents to the granting of such security interest and mortgage lien.

10. Owner agrees to give Agent written notice (each, a "Default Notice") (a) within five (5) business days after any default under or termination of the Lease by Tenant, or any abandonment or surrender of the Premises by the Tenant, and (b) thirty (30) days prior to any termination of the Lease or repossession of the Premises by Owner, said notice to be sent to the following address:

Wells Fargo Foothill, LLC,
2450 Colorado Boulevard, Suite 3000 West
Santa Monica, California 90404
Attention: Business Finance Manager

11. Agent shall have the right, without the obligation, to cure any event of default under the Lease within ten (10) days after the receipt of the notice described in Section 10, provided, however, if such default cannot reasonably be cured by Agent within such 10 day period, Agent shall have such additional period of time as may be reasonably necessary to cure such default, so long as Agent commences such curative measures within such 10 day period and thereafter proceeds diligently to complete such curative measures. Any of the foregoing done by

Agent shall be effective to cure an event of default as if the same had been done by the Tenant and shall not be deemed an assumption of the Lease or any of the Tenant's obligations thereunder by Agent. Owner agrees that Agent shall not have any obligations to Owner under the Lease or otherwise or any obligation to assume the Lease or any obligations thereunder.

12. This Waiver and Consent shall continue until the earlier of (a) such time as Agent notifies Owner that all the Obligors' obligations to Agent and the Lender Group under the Agreements, and expenses (including, without limitation, attorneys' fees) incurred in connection therewith, have been paid in full and all covenants and conditions as more specifically enumerated in the Agreements have been fully performed, or (b) such time as the mortgage lien on the Premises shall be released by Agent.

13. This Waiver and Consent may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Waiver and Consent. Delivery of an executed counterpart of this Waiver and Consent by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Waiver and Consent. Any party delivering an executed counterpart of this Waiver and Consent by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Waiver and Consent but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Waiver and Consent. This Waiver and Consent may not be supplemented, amended or modified except in writing executed by the parties hereto.

14. This Waiver and Consent or a memorandum hereof may be recorded in the real property records of the county in which the Premises are located.

15. This Waiver and Consent shall inure to the benefit of and be binding upon the successors, heirs, and assigns of Owner and Agent.

16. THE VALIDITY OF THIS WAIVER AND CONSENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS WAIVER AND CONSENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE IN WHICH THE PREMISES ARE LOCATED.

[Signature pages to follow]

Noted:

9/11/09

Dated:

July 13, 2009

WELLS FARGO FOOTHILL, LLC

Delaware limited liability company,

Agent

Sr. Account Officer - VP

FLORENCE J. GILLMOR

By and through her Attorneys in Fact

JAMES B. LEE,

Attorney in Fact for Florence J. Gillmor

Address: 2450 Colorado Avenue
Suite 3000 West
Santa Monica, California 90404

Address: Parsons Behle & Latimer
201 South Main Street, Ste. 1800
Salt Lake City, Utah 84111

ROBERT M. GRAHAM,

Attorney in Fact for Florence J. Gillmor

Address:

79 So. Main #1200
Salt Lake City, UT 84111

STATE OF UTAH)

)

: ss.

COUNTY OF SALT LAKE)

)

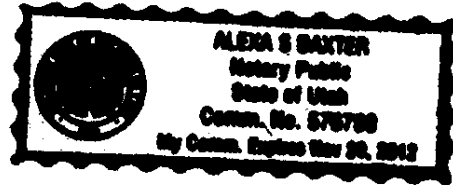
The foregoing instrument was acknowledged before me this 13 day of July, 2009, by JAMES B. LEE, the attorney-in-fact for FLORENCE J. GILLMOR and that said instrument was signed on behalf of FLORENCE J. GILLMOR.

[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires:

Residing at:



STATE OF UTAH)

)

: ss.

COUNTY OF SALT LAKE)

)

The foregoing instrument was acknowledged before me this 10th day of July, 2009, by ROBERT M. GRAHAM, the attorney-in-fact for FLORENCE J. GILLMOR and that said instrument was signed on behalf of FLORENCE J. GILLMOR.

[Handwritten Signature: Rita K. Bodily]

NOTARY PUBLIC

My Commission Expires:

Residing at:

10/8/2012

795 Main St., 12th Fl
Salt Lake City, Utah
84111



ACKNOWLEDGMENT

State of California
County of Los Angeles)

On September 11, 2009 before me, D'Nira S. Walden, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *D'Nira S. Walden* (Seal)



Exhibit A

Legal Description

Beginning at the Northwest Corner of Lot 5, Block 29, Plat "B", Salt Lake City Survey (as the said Northwest corner was established by the City Engineer of Salt Lake City under Order No. 5524, by Survey dated April 4, 1910 and the said Northwest corner of said Lot and Block as so established is 3.5 feet South of the fence line of the North line of said block) and running thence South 0° 00' 52" East along the Westerly line of said Lot 5, same also being the Easterly line of existing 900 East Street a distance of 165.00 feet; thence North 89° 57' 44" East a distance of 206.38 feet; thence North 0° 00' 52" West a distance of 165.00 feet to a point in the Northerly line of said Lot 6, said point being distant North 89° 57' 44" East 41.25 feet from the Northeast Corner of said Lot 5; thence South 89° 57' 44" West along the Northerly line of said Lots 5 and 6, said Northerly line also being the Southerly line of existing 400 South Street a distance of 206.38 feet to the point of beginning.

LESS AND EXCEPTING the following described property described in that Quit Claim Deed recorded May 21, 2001, as Entry No. 7849632, in Book 8436, at Page 6596 as follows:

Beginning at a point on the North line of Lot 6, Block 29, Plat "B", Salt Lake City Survey, said point being 41.25 feet North 89° 57' 25" East from the Northwest Corner of said Lot 6, said point also being the Northeast Corner of the Florence J. Gillmor Property as recorded in the Warranty Deed on Page 55, in Book 3610 of the Salt Lake County Recorder's Official Records; thence South 00° 00' 54" East 165.00 feet along the Easterly line of said Gillmor Property to the Southeast Corner of said Gillmor Property; thence South 89° 59' 20" West 6.00 feet along the Southerly line of said Gillmor Property; thence North 00° 00' 54" West 165.00 feet to a point on the North line of said Lot 6; thence North 89° 57' 25" East 6.00 feet along the North line of said Lot 6 to the point of beginning.

ALSO EXCEPTING THEREFROM all oil, petroleum, natural gas, mineral rights and other hydrocarbon substances lying below a depth of 500 vertical feet from the surface of said land for the purpose of exploring for, extracting, mining, boring, removing or marketing said substances, however, without any right of any entry upon the surface of said land as reserved in Warranty Deed recorded June 14, 1974 as Entry No. 2629289 in Book 3610 at Page 55, of Official Records.

The following is shown for information purposes only: 16-05-332-001, 16-05-332-002, 16-05-332-009, and 16-05-332-026

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~~10656439
03/25/2009 02:57 PM \$22.00
Book - 9701 Pg - 7304-7310
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVID R BIRD
201 S MAIN ST STE 1800
SLC UT 84111
BY: ZJM, DEPUTY - WI 7 P.~~

DURABLE POWER OF ATTORNEY

I, Florence J. Gillmor, of Salt Lake City, County of Salt Lake, and State of Utah do hereby make this durable power of attorney. This power of attorney is effective immediately.

1. Appointment of Attorney in Fact. I nominate and appoint James B. Lee and Robert M. Graham, acting jointly, as my attorney in fact to have and exercise the powers provided by this instrument.

2. Purpose of this Power of Attorney. I intend this to be a general power of attorney. I shall specify certain acts which my attorney in fact is authorized to do in my behalf, but this is not intended to limit the generality of this power. I intend that my attorney in fact shall have the power to exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.

My attorney in fact has the following specific powers which are identified herein for emphasis and not by way of limitation on the general authority given my attorney in fact:

3. To Collect, Enforce, and Manage Assets and Claims. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, and retirement benefits, insurance benefits and proceeds, securities, any and all documents of title, claims, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or un-liquidated, as now are, or shall hereafter become, owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

4. To Deal with Personal Property. To lease, purchase, sell, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, sale, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as my attorney in fact shall deem proper.

5. To Deal with Real Estate. To maintain, repair, improve, manage, insure, rent, lease, sell, gift or convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as my attorney in fact shall deem proper. To sell and convey any and all land now or hereafter owned by me, and whether or not my residence under state law.

4836-4855-8339.1

6. Funding Trusts. To transfer from time to time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any of all of my cash, property or interest in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any or my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

7. To Execute Disclaimers. To execute disclaimers on my behalf under Section 2518 of the Internal Revenue Code or any comparable section of any federal or state statute.

8. To Deal with Securities and Brokerage Accounts. With respect to my brokerage accounts, to effect purchases and sales (including short sales), to subscribe for and to trade in stocks, bonds, options, rights and warrants or other securities, domestic or foreign, whether dollar or non-dollar denominated, or limited partnership interests or investments and trust units, whether or not in negotiable form, issued or unissued, foreign exchange, commodities, and contracts relating to same (including commodity futures) on margin or otherwise for my account and risk; to deliver to my broker securities for my account and to instruct my broker to deliver securities from my accounts to my attorney in fact or to others, and in such name and form, including his own, as he may direct; to instruct my broker to make payment of moneys from my accounts with my broker, and to receive and direct payment therefrom payable to him or others; to sell, assign, endorse and transfer any stocks, bonds, options, rights and warrants or other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my accounts; to approve and confirm the same to receive any and all notices, calls for margin, or other demands with reference to my accounts; and to make any and all agreements with my broker with reference thereto for me and in my behalf.

The power granted herein shall apply to all existing brokerage accounts and any other brokers with whom I may have accounts from time to time.

My attorney in fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities I may own.

I authorize my attorney in fact to execute on my behalf any powers of attorney in whatever form which may be required by any stockholder with whom I have deposited any securities.

9. To Operate or Participate in Any Business. To operate, conduct or participate in any lawful business of whatever nature for me and in my name, whether a sole proprietorship, partnership, limited liability company or corporation; to execute partnership and limited liability company agreements and amendments thereto; to change the legal form of any business; to incorporate, reorganize, merge, consolidate, recapitalize, sell, borrow against, liquidate or dissolve any business; to elect, employ or terminate officers, directors, employees, managers and agents; to delegate management responsibilities to any person; to enter into or carry out the provisions of any agreement relating to any business or business interest; to examine voting

rights with respect to any business interest, including exercising voting rights with respect to stock, either in person or by proxy, and to exercise stock options; to execute an election under Subchapter S or any other provision of the Internal Revenue Code.

10. To Deal with Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

11. To Make Gifts. To make gifts of my assets to such persons and institutions as shall appear to my attorney in fact to be consistent with my prior pattern of giving, or as shall be appropriate to reduce or eliminate federal or state income, estate or inheritance taxes or to reduce the exposure of my estate to nursing home expenses. This power shall not authorize my attorney in fact to make gifts to himself. In making gifts hereunder, my attorney in fact shall be mindful of transfer tax considerations, including, without limiting the generality of the foregoing, the transfer tax exclusions available under Internal Revenue Code Section 2503(b) and Section 2503(e); provided that my attorney in fact may make gifts beyond the exclusion amount if deemed advisable. If my attorney in fact makes gifts to minors, such gifts may be made directly to the minor, to a parent, guardian or next friend of the minor, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act or to a trust created for the benefit of the minor.

12. To Make Contracts and Give Releases. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, security agreements, bills of sale, leases, mortgages, assignments, fire and casualty insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

13. To Compensate Himself. My attorney in fact may compensate himself from my funds for services rendered, and expenses incurred, in acting under this instrument. Such expenses shall include, but shall not be limited to, the costs of retaining counsel to advise my attorney in fact in the conduct of his duties, and an accountant to assist in maintaining records. If my attorney in fact is an attorney at law, he may compensate himself at the rate customarily charged to clients for similar services.

14. To Deal with Bank Accounts. To deal with any bank accounts or certificates of deposit which I may own, to withdraw funds from such accounts, to pledge such accounts, and generally to exercise control over such accounts, and to establish new accounts. To execute any form, including a power of attorney, required by any bank or other financial institution in order to enable my attorney in fact to execute the powers granted under this instrument.

15. To Deal with Life Insurance Policies. To deal with life insurance policies and other products issued by life insurance companies, including annuity contracts, to change the

beneficiaries, to assign the policies, to surrender and borrow against the policies and to exercise all of the incidents of ownership in any life insurance policies or annuity contracts I own.

16. To Deal with the Social Security Administration and Other Agencies. To make application on my behalf for benefits administered by the Social Security Administration or any other federal, state, or local agency and to receive Social Security and other benefits on my behalf.

17. To Arrange For My Medical Care. To have access to my medical records, to make decisions as to acceptance or rejection of medical treatment, to engage and dismiss physicians and other health care personnel, to choose where I shall receive medical treatment and to arrange for my admission to and discharge from hospitals and other places of treatment, to grant consent for or refuse consent to any medical procedure, to sign any consent or release, and to do anything in connection with my health care which I could do personally

18. To Deal with Tax Matters. To represent me in all tax matters; to prepare, sign, and file federal, state, and local income tax, transfer tax, and other tax returns of all kinds, including joint returns, claims for refunds, requests for extensions of time, petitions to the Tax Court or other courts regarding tax matters, and any and all other tax-related documents, including, but not limited to, consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements and Form 2848, Form 8821, and any other power of attorney or form required by the Internal Revenue Service, any state or any local taxing authority with respect to any tax year between the years 1996 and 2024; to pay taxes due, collect and make such disposition of refunds as my attorney shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service, any state, or any local taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods between the years 1996 and 2024 before all officers of the Internal Revenue Service and state and local tax authorities; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have any interest or responsibility.

19. To Have Access To Safe Deposit Boxes. To have access at any time or times and enter any safe deposit box which I may have leased; to add property to the box or take property from the box, and to surrender possession of the box and terminate the lease.

20. To Deal with Pension Plans and Retirement Accounts. To deal with pension plans and retirement accounts of all types; to make and change beneficiary designations and payment options, and to surrender any retirement account or IRA for cash or for any other benefit payment option available under such retirement plan or IRA.

21. To Receive Mail. To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my attorney in fact.

22. To Change My Domicile. To do all things necessary to change my legal domicile.

23. To Effect My Resignation As a Member, Officer or Fiduciary. To effect my resignation as a member or officer of any organization or entity, or as a trustee, executor, personal representative, or other fiduciary of any foundation, estate or trust, however designated.

24. To Do All Necessary Things. To do, take, and perform all and every act and thing whatsoever requisite, prior, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my attorney in fact shall lawfully do or cause to be done by virtue of this power of attorney and the right and powers herein granted.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my attorney in fact.

25. Power to Remain in Effect. This power of attorney is intended to remain in full effect notwithstanding any subsequent disability or incapacity on my part.

26. Power Not Affected By Time. This power of attorney shall not expire or become stale upon the passage of time but is intended to continue in force until revoked by me. If a guardian or conservator should be appointed with authority to deal with my property, the power granted to my attorney in fact under this instrument shall terminate.

If, without actual knowledge of my death or any other circumstance which would revoke this power of attorney my attorney in fact enters into a transaction on my behalf which would have been binding upon me except for my death or other circumstance but before my attorney in fact has actual notice of such death or any other circumstance, then I or my estate will carry out the terms of the transaction in the same manner as if this power of attorney had not been terminated.

27. Counterparts and Copies Valid. I execute this power of attorney in a number of counterparts, each to be valid as an original. A certified copy of this power of attorney, if the power of attorney is recorded at the Registry of Deeds or other state or local recording office, shall be as valid as an original.

28. State Law to Govern. This power of attorney is to be construed according to the laws of the State of Utah.

29. Previous Powers of Attorney. On July 1, 1996 I executed a Durable Power of Attorney appointing James B. Lee and Robert M. Graham, acting jointly, my attorney in fact. For the past few years, James B. Lee and Robert M. Graham have been administering my affairs at my request pursuant to that Durable Power of Attorney. In executing this power of attorney, I hereby ratify and confirm all contracts signed, property conveyed, gifts made and all other actions lawfully done by James B. Lee and Robert M. Graham pursuant to that July 1, 1996 Durable Power of Attorney. I hereby revoke my July 1, 1996 Durable Power of Attorney and

any other powers of attorney which I have executed earlier, except such as have to do with signature powers over savings or checking accounts.

30. Duty of Attorney in Fact to Account. My attorney in fact shall account upon request to me. If a conservator or guardian is appointed for my property my attorney in fact shall account to such conservator or guardian. If I am determined to be incapacitated, my attorney in fact shall not be obligated to provide an accounting under Utah Code Ann. § 75-5-501(2) to any "interested persons."

31. Power to Execute Further Powers of Attorney. My attorney in fact shall have the power to execute further powers of attorney appointing my attorney in fact or some other person.

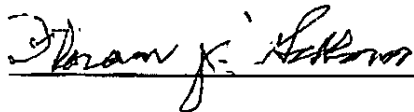
32. Third Party Relying Upon Power of Attorney. Any person, firm, or corporation shall be entirely protected in relying upon this power of attorney or any action taken by my attorney in fact pursuant to this power of attorney, and I, or my estate in the event of my death, shall hold harmless any such person, firm, or corporation so relying upon this power of attorney or any action taken by my attorney in fact pursuant to this power of attorney. I authorize my attorney in fact to bring suit against any person, firm, or corporation which refuses to accept this power of attorney.

33. Compensation and Indemnification of My Attorney in Fact. If my attorney in fact shall be subject to any legal claim arising out of anything done or not done in accordance with this durable power of attorney, my attorney in fact shall be entitled to indemnify himself from my assets, except in the event of his gross negligence or criminal misconduct. My attorney in fact shall not be held liable to any person for any action taken or not taken under this instrument, except in the event of his gross negligence or criminal misconduct. If my attorney in fact shall take any action under this power of attorney after the power of attorney has been terminated, but without knowledge of such termination, my attorney in fact shall not be liable to me or my estate, and shall be indemnified from liability by me or my estate.

34. Disability, Death, or Resignation of Attorney in Fact. If James B. Lee or Robert M. Graham ceases to act due to his death, incapacity or resignation, I appoint either James B. Lee or Robert M. Graham, whichever shall be able to continue to act, as my attorney in fact. For purposes of this Power, my attorney in fact shall not be deemed to be incapacitated unless a diagnosis of his incapacity is made in writing by a licensed physician.

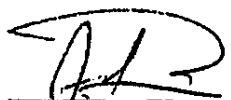
35. Grant of Power of Attorney is Revocable. I reserve the right at any time to revoke this power of attorney. If I revoke this power of attorney, I may record notice of such revocation in the County Recorder's Office of Salt Lake County.

WITNESS my hand this 25th day of March 2009.



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

On the 25 day of March, 2009 personally appeared before me, Florence J. Gillmor, the signer of the foregoing Durable Power of Attorney, who duly acknowledged to me that she executed the same.



NOTARY PUBLIC

My Commission Expires:

Residing at:

Salt Lake County, UT

