

When recorded, return to:

Brighton Bank  
Attn: Bruce L. Hunt  
7101 Highland Drive  
Salt Lake City, Utah 84121

Tax Parcel ID No.: 13:042:0013

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**COLLATERAL ASSIGNMENT OF GROUND LEASE  
AND LANDLORD'S CONSENT**

This Collateral Assignment of Ground Lease and Landlord's Consent (this "Agreement") is made and entered into effective as of November 17, 2008, by and among BRIGHTON BANK, a Utah banking corporation ("Lender"); NIMBUS PROPERTIES, L.C., a Utah limited liability company ("Landlord"); and DJ SMITH INVESTMENTS L.C., a Utah limited liability company ("DJ Smith"), WGT AMERICAN FORK, LLC, a Utah limited liability company ("WGT"), and DW ASSOCIATES, L.L.C., a Utah limited liability company ("DW Associates") and together with DJ Smith WGT, collectively "Tenant").

R E C I T A L S

A. Landlord and DJ Smith are parties to that certain "Ground Lease" dated January 12, 2007 (as amended and modified from time to time, the "Ground Lease"), pursuant to which Landlord agreed to lease to DJ Smith, and DJ Smith agreed to rent from Landlord, approximately 4.14 acres of land located in Utah County, Utah, as more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"). The leasehold interest of DJ Smith in the Land pursuant to the Ground Lease is referred to herein as the "Leasehold Estate." Capitalized terms used in this Agreement that are not defined herein shall have the meanings given to them in the Ground Lease.

B. The Ground Lease was for an Initial Term of thirty (30) lease years, commencing with the Effective Date, with automatic extensions for up to four (4) additional consecutive periods of ten (10) lease years each, unless DJ Smith gave notice to Landlord of its election not to extend the term of the Ground Lease as provided therein.

C. The Ground Lease grants DJ Smith a right of first refusal and an option to purchase the Land upon the terms and conditions more fully set forth therein.

D. Pursuant to that certain "Extension and Acknowledgment of Rent Commencement Date and Modifications to Ground Lease" dated November 9, 2007 (the "Modification"), Landlord and DJ Smith agreed, among other things, that (1) the Rent Commencement Date would be extended to July 15, 2007, (2) the Effective Date would be extended to July 15, 2007, and (3) acknowledged that WGT would become a co-tenant under the Ground Lease with DJ Smith.

TW50648

E. The terms of the Ground Lease were further clarified by that certain "Addendum 1 to Ground Lease" dated August 30, 2008 ("Addendum 1"), as it relates to the valuation of certain access points to the Land.

F. Pursuant to that certain "Assignment and Assumption of Lease" dated November 10, 2008 (the "Assignment"), DJ Smith and WGT assigned all of their right, title and interest in the Ground Lease and the Leasehold Estate to DW Associates, and DW Associates agreed to assume the obligations of DJ Smith and WGT under the Ground Lease. Notwithstanding the foregoing, the Assignment did not effect a release of DJ Smith and WGT from their obligations and liabilities to Landlord under the Ground Lease.

G. Any reference herein to "Tenant" shall mean, collectively, DJ Smith and WGT, as their interests appear under the Ground Lease, and DW Associates, as its interests appear under the Assignment and the current holder of the Leasehold Estate by virtue of the Assignment.

H. The Ground Lease contemplates that Tenant may construct a building and other improvements on the Land (collectively, the "Improvements").

I. Lender has agreed to make a construction and term loan to DW Associates (sometimes referred to herein as "Borrower") in the original principal amount of \$1,569,800.00 (the "Loan"). The purpose of the Loan is to provide funds for the construction of certain Improvements on the Land. The documents and instruments given to evidence, secure or guaranty the Loan, including any loan agreement, promissory note, deed of trust and guaranty, are collectively referred to as the "Loan Documents." The Loan will be secured by, among other things, a collateral assignment of the Tenant's interests in the Ground Lease and Tenant's Leasehold Estate, as evidenced by this Agreement and a deed of trust being executed contemporaneously herewith which encumbers the Leasehold Estate and any after acquired interest in the Land should Tenant acquire title to the Land.

J. The parties desire to set forth their understanding and respective rights with respect to the collateral assignment of the Leasehold Estate and the grant of a mortgage or encumbrance therein, as more fully set forth below.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Landlord, Lender and Tenant (each a "Party" and, collectively, the "Parties") agree as follows:

1. **Incorporation of Recitals.** The Parties hereby acknowledge the truth and accuracy of the above Recitals and incorporate the same herein by this reference.

2. **Collateral Assignment of Ground Lease.** Subject to the terms of this Assignment, Tenant hereby assigns, transfers, conveys, warrants, encumbers, pledges and sets over to Lender, and further grants to Lender a lien and security interest in and to, all of Tenant's right, title and interest in the Ground Lease and the Leasehold Estate, including without

limitation the right to lease and occupy the Land, the right to assign or sublease the Land or any Improvements, the right to extend the term of the Ground Lease, the right to amend or modify the Ground Lease, and the right to purchase the Land pursuant to the terms of the Ground Lease. The foregoing assignment is made as collateral to secure all of Tenant's past, present and future obligations, liabilities, indebtedness and undertakings to Lender with respect to the Loan and the Loan Documents, including without limitation the obligation to pay principal, interest and other fees and costs (collectively, the "Loan Obligations").

3. **Consent to Collateral Assignment of Lease Agreement.** Subject to the terms and conditions of this Agreement, Landlord hereby grants its consent to Tenant's collateral assignment and grant of a lien and security interest in the Ground Lease and the Leasehold Estate to Lender for the purpose of securing the Loan Obligations. Without limiting the generality of the foregoing, Landlord consents to Tenant's execution of this Agreement and any other assignment, deed of trust, mortgage, document or instrument in favor of Lender for the purpose of assigning or encumbering all of Tenant's right, title and interest in the Ground Lease and the Leasehold Estate (such assignment or encumbrance, however the same may be evidenced, being referred to as the "Leasehold Lien"). Landlord also agrees that Lender may record in the official records of the Utah County Recorder, State of Utah, any document or instrument evidencing the Leasehold Lien. Landlord agrees that Tenant's grant of the Leasehold Lien in favor of Lender, and Lender's recording of any document evidencing the Leasehold Lien, shall not constitute an "Event of Default" under the Ground Lease. Landlord acknowledges that notwithstanding the grant of the Leasehold Lien, Tenant shall at all times remain liable to perform its duties, responsibilities and obligations under the Ground Lease, and Lender shall not have any obligation, duty or liability with respect to the Ground Lease or the Leasehold Estate, or for the performance of any term, condition or covenant contained with respect thereto, except as otherwise expressly provided herein. Without limiting the generality of the foregoing, unless Lender forecloses on the Leasehold Lien and acquires title to the Leasehold Estate or otherwise assumes or acquires the Leasehold Estate as permitted herein, Lender shall not be responsible or liable in any manner for (a) any waste committed on or to the Land or any Improvement by Tenant or any other party; (b) any dangerous or defective condition of the Land or the Improvements; (c) any hazardous substance that may be released or discharged on or to the Land or the Improvements; or (d) any negligence in the use, possession, management, upkeep, repair or control of the Land or the Improvements resulting in loss, injury or death to any person whatsoever.

4. **Representations and Warranties of Landlord.** Landlord hereby represents and warrants to Lender as follows:

(a) Landlord is the fee title owner of the Land and is the holder of the landlord's interest in the Ground Lease.

(b) Except for two (2) payments of rent and the payment of the 2008 real property taxes that were paid under protest by Tenant, to the best of Landlord's knowledge, no event of default has occurred and is continuing under the Ground Lease and no condition exists

or event has occurred which, with the giving of notice or the lapse of time or both, would constitute an event of default thereunder.

(c) The Ground Lease is in full force and effect and has not been modified, amended or rescinded in any manner, except pursuant to the Modifications described in Recital D and Addendum 1 described in Recital E above.

(d) As of the date of this Agreement, Landlord has no claims, defenses or offsets against the enforcement by Tenant of any of its rights under the Ground Lease.

(e) To the best of Landlord's knowledge, Tenant holds a valid and legally enforceable leasehold interest in the Leasehold Estate under the Ground Lease and Landlord is not aware of any assignment, mortgage, pledge or similar encumbrance or transfer made by Tenant of its interest in the Ground Lease or the Leasehold Estate, except the collateral assignment being made to Lender pursuant to, or otherwise authorized by, this Agreement.

#### 5. Tenant Default under Ground Lease.

(a) Tenant Default Notice. If Tenant is in default under any term or condition of the Ground Lease that, if left uncured, would permit Landlord to terminate the Ground Lease and the Leasehold Estate (a "Tenant Default"), prior to taking any action to terminate the Ground Lease or the Leasehold Estate, Landlord agrees to first give Lender written notice (the "Tenant Default Notice"). The Tenant Default Notice shall be given contemporaneously with any notice provided to Tenant, and in any event, prior to taking any action to terminate the Ground Lease or the Leasehold Estate. The Tenant Default Notice shall specify in reasonable detail the nature of the Tenant Default, a statement of any efforts or attempts by Landlord to have Tenant cure the same, and shall include a copy of any notice or demand made by Landlord on Tenant. The Tenant Default Notice shall be sent to Lender and Tenant in the manner and at the address set forth in Section 10 below for giving notices.

(b) Right to Cure Tenant Default. Lender shall have the right, in its sole discretion, to cure the Tenant Default within thirty (30) days after Lender's receipt (as determined in accordance with Section 10 below) of the Tenant Default Notice or such longer period, if any, as may be provided in the Ground Lease for Tenant to cure the Tenant Default. Notwithstanding the foregoing, if the nature of the Tenant Default is such that it cannot be cured by the payment of rent or other amounts due under the Ground Lease, and if Lender cannot cure the Tenant Default without first obtaining possession of the Land or foreclosing its Leasehold Lien in the Leasehold Estate, then Lender shall have such additional time to cure the Tenant Default as may be reasonably necessary to enable Lender sufficient time to complete any foreclosure proceeding or other disposition of the Leasehold Lien and take possession of the Land, provided, however: (i) within thirty (30) days after Lender receives the Tenant Default Notice, Lender shall have given Landlord written notice of its intent to cure such default and describe the actions intended to be taken to foreclose on the Leasehold Lien, (ii) thereafter Lender shall have promptly commenced and diligently pursue such action to completion, and

(iii) during any period of delay, the rights and interests of Landlord under the Ground Lease and in the Land shall not be materially adversely affected.

(c) Termination of Ground Lease. Notwithstanding anything in the Ground Lease to the contrary, Landlord agrees that it will not terminate the Ground Lease or the Leasehold Estate without first giving Lender the Tenant Default Notice and an opportunity to cure the Tenant Default as provided herein. If the Ground Lease shall terminate as a result of a rejection thereof by a trustee or debtor-in-possession in any bankruptcy or reorganization proceeding involving Tenant or its successors or assigns, Landlord shall give Lender prompt written notice thereof and at the request of Lender will enter into a new lease of the Land and the Premises with Lender or its designee, which new lease shall be effective as of the date of the termination of the Ground Lease, shall be on the same economic terms and conditions contained in the Ground Lease (including the payment of any missed rent or other amounts due and any right to acquire the Land) and shall be for the remaining term thereof (including any extension options).

(d) No Duty to Cure. Nothing herein shall be interpreted or construed as requiring Lender to cure any Tenant Default, and any decision to cure or to attempt to cure any Tenant Default shall be in the sole discretion of Lender.

#### 6. Tenant Default on the Loan.

(a) Lender Default Notice. Upon the occurrence of an event of default under the Loan Documents that, if left uncured, would permit Lender to accelerate the unpaid balance of the Loan and initiate any foreclosure action with respect to the Leasehold Lien (a "Loan Default"), Lender agrees to give Landlord written notice (the "Loan Default Notice") of the Loan Default prior to completing any action to foreclose on the Leasehold Lien. The Loan Default Notice shall be sent to Landlord and Tenant in the manner and at the address set forth in Section 10 below for giving notices.

#### (b) Foreclosure of Leasehold Lien.

(i) Upon the occurrence of a Loan Default, Lender shall have the right, in its sole discretion, to foreclose on the Leasehold Estate in accordance with applicable law or take any other action with respect thereto, including without limitation by judicial foreclosure, by power of private sale permitted for deeds of trust in the State of Utah, by taking a "deed-in-lieu" of foreclosure or by taking any other action to terminate, transfer, sell or convey Tenant's rights in the Leasehold Estate consistent with the exercise of any power, right or remedy authorized, permitted or recognized under the Loan Documents or any document creating a Leasehold Lien (collectively, a "Foreclosure Proceeding"). Prior to commencing any Foreclosure Proceeding after a Loan Default, Lender shall have the right, but not the obligation, either directly or through a receiver or agent, to take possession of the Land and the Improvements and assume on a temporary or interim basis the rights and interests of Tenant under the Ground Lease pending the completion of the Foreclosure Proceeding.

(ii) At any Foreclosure Proceeding, Lender may sell, transfer and convey all of Tenant's rights, title and interest in the Ground Lease and the Leasehold Estate to itself, any affiliate or to any other person, subject to any limitations, terms or conditions set forth in this Agreement. Lender or any other person acquiring the rights of Tenant in the Ground Lease and the Leasehold Estate by way of any Foreclosure Proceeding, including any person to whom Lender subsequently assigns or transfers the Leasehold Estate if Lender initially acquires the Leasehold Estate at a Foreclosure Proceeding, is referred to herein as a "Purchaser." Any transfer, sale, assignment or other disposition to a Purchaser shall be deemed a permitted assignment under Section 10 of the Ground Lease, and Landlord's consent shall not be required. A Purchaser shall be required to execute a memorandum or other document in form and content reasonably acceptable to Landlord pursuant to which the Purchaser agrees to assume the obligations of Tenant under the Ground Lease arising during the period that the Purchaser is the holder of the Leasehold Estate. Notwithstanding anything in this Section 6(b) to the contrary, no transfer, sale, assignment or other disposition of the rights of Tenant under the Lease or in the Leasehold Estate to a Purchaser, whether by way of any Foreclosure Proceeding or any subsequent transfer, shall operate as a release or discharge of Tenant's obligations and liabilities under the Ground Lease unless Landlord consents to such release in accordance with Section 10 of the Ground Lease.

(iii) Notwithstanding anything herein to the contrary, if Lender is the initial Purchaser and subsequently sells, assigns, transfers, conveys or otherwise disposes of the Leasehold Estate to a subsequent Purchaser not affiliated with Lender, Lender shall be released from any obligations and liabilities arising under the Ground Lease from and after the date of such assignment to, and assumption by, the subsequent Purchaser.

(iv) A Purchaser shall be entitled to receive, and shall be obligated to assume, all of Tenant's rights, title, interests, duties, obligations, liabilities and undertakings under the Ground Lease, and (subject to the last sentence of Section 6(b)(ii) above) shall become the "Tenant," as such term is used in the Ground Lease. Landlord agrees to execute such documents and instruments as the Purchaser may reasonably request to reflect such assignment and assumption and confirming that that such Purchaser holds the Leasehold Estate under the Ground Lease.

7. **Damage, Destruction or Condemnation.** Notwithstanding anything in the Ground Lease or the Loan Documents to the contrary, Landlord, Tenant and Lender agree that the following terms and conditions shall be applicable to the receipt, use and application of any insurance proceeds or condemnation awards while the Loan remains outstanding:

(a) **Damage to or Destruction of Building.** Notwithstanding anything in the Ground Lease to the contrary, in the event of any damage, destruction or loss with respect to the Improvements that are covered under any insurance policy maintained by Tenant, the terms of the Loan Documents shall control the use and application of any insurance proceeds, including whether the same may be used to make repairs or to be applied to the Loan Obligations. All insurance proceeds shall be paid to Lender, and Landlord hereby disclaims any interest therein.

(b) Condemnation of Improvements. Notwithstanding anything in the Ground Lease to the contrary, if any Improvements are taken or condemned under the right of eminent domain, any award attributable to the Improvements or otherwise payable to Tenant shall be paid to Lender and applied against the Loan Obligations. Landlord hereby disclaims any interest in any such awards made with respect to the Improvements.

8. No Material Lease Modifications. While any of the Loan Obligations remain outstanding, Landlord and Tenant agree that they will not enter into any material amendments or modifications of the Ground Lease, or consent to any other assignment of Tenant's Leasehold Estate, whether as collateral or otherwise, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, a material amendment or modification includes, without limitation, an increase in the rent; a reduction in the lease term or any renewal options; a material increase in the obligations, duties or liabilities of Tenant under the Ground Lease; a change in the permitted uses under the Ground Lease; a release or waiver of any rights, claims or interests of Tenant under the Ground Lease, including without limitation a right to purchase the Land; and a restriction on the right to assign the Ground Lease or sublet the Premises.

9. Sale of Land to Tenant. Landlord and Tenant agree to give written notice (the "Purchase Notice") to Lender prior to Tenant (or its successors or assigns) exercising any right to acquire the Land or any interest therein pursuant to the right of first refusal or option to purchase set forth in the Ground Lease. The Purchase Notice shall be given to Lender in the manner and at the place described in Section 10 below for giving notices. The Purchase Notice shall state the terms and conditions of any proposed sale or purchase and shall be given to Lender not less than thirty (30) days before consummating any proposed sale or purchase. Any sale or purchase of the Land shall be made subject to the Leasehold Lien of Lender, including without limitation any deed of trust given by Tenant that encumbers the Leasehold Estate or any fee title in the Land that may be acquired by Tenant.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and may be given in person, sent by certified or registered United States mail with return receipt requested, or sent by FedEx or another recognized overnight courier service. Any notice directed to a Party shall become effective and shall be deemed to have been received by the intended recipient (a) if hand-delivered, on the date of delivery; (b) if by certified or registered United States mail, on the earlier of the date delivery was first attempted or the second Business Day after depositing the same with the United States Postal Service, postage prepaid; or (c) if by FedEx or another recognized overnight courier service, on the next Business Day after delivery to such courier service, provided delivery is made in sufficient time to permit next Business Day delivery. As used herein, "Business Day" means a day of the week other than a Saturday, Sunday or legal holiday in the State of Utah. Notices shall be sent to the intended Party at the following address or such other address as a Party may designate by written notice to the other Parties:

If to Landlord:

Nimbus Properties, L.C.  
932 North 520 West

Orem, Utah 84057

If to Lender: Brighton Bank  
Attn: Bruce L. Hunt  
7101 Highland Drive  
Salt Lake City, Utah 84121

If to Tenant: DJ Smith Investments, L.C.  
Attn: Douglas F. Smith  
2438 Bramble Way  
Salt Lake City, Utah 84117

WGT American Fork, LLC  
Attn: Warren G. Tate  
2469 E. Briarcreek Circle  
Salt Lake City, Utah 84117

DW Associates, L.L.C.  
Attn: Warren G. Tate  
2469 E. Briarcreek Circle  
Salt Lake City, Utah 84117

11. **Miscellaneous.** This Agreement shall be binding on Landlord, Tenant and Lender and their respective successors and assigns, and shall inure to the benefit of Landlord; Tenant and Lender and their respective successors and assigns. This Agreement may not be amended, modified or terminated in any manner except by written agreement signed by Landlord, Tenant and Lender. This Agreement shall automatically terminate upon satisfaction of the Loan and the release or reconveyance of any leasehold mortgage or leasehold deed of trust encumbering Tenant's interest in the Ground Lease or the Leasehold Estate. Lender may either record this Agreement or a notice or memorandum thereof in the official records of the Utah County Recorder. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah. Each covenant, condition and provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any covenants, condition or provision of this Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which shall comprise a single agreement. The execution by a Party to any counterpart shall be sufficient to bind such Party. Any Party may remove the signature pages from any counterpart and attach the same to any other counterpart for the purpose of creating a single instrument bearing the signatures of the Parties.

*[Remainder of page intentionally left blank.  
Signature and acknowledgements follow immediately.]*

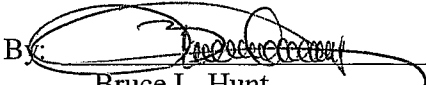




[Counterpart signature page for Brighton Bank to  
Collateral Assignment of Ground Lease and Landlord's Consent]

Executed effective as of the day and year first written above.

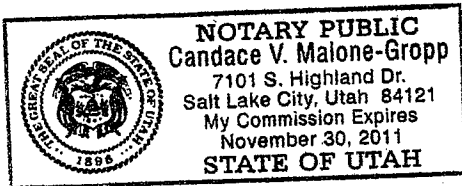
LENDER: BRIGHTON BANK,  
a Utah banking corporation

B:   
Bruce L. Hunt  
Its Executive Vice President

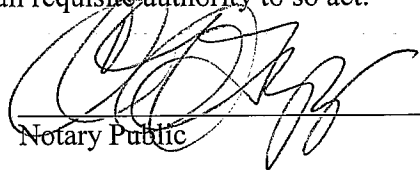
ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
County of Salt Lake )

On December 10, 2008, before me, the undersigned notary public, personally appeared Bruce L. Hunt, the Executive Vice President of Brighton Bank, a Utah banking corporation, personally known to me or whose identity has been satisfactorily established to me, who duly acknowledged to and before me that he executed the foregoing instrument for an on behalf of said banking corporation, having all requisite authority to so act.



[seal]

  
Notary Public

[Counterpart signature page for DW Associates, L.L.C. to Collateral Assignment of Ground Lease and Landlord's Consent]

Executed effective as of the day and year first written above.

DW ASSOCIATES, L.L.C.,  
a Utah limited liability company

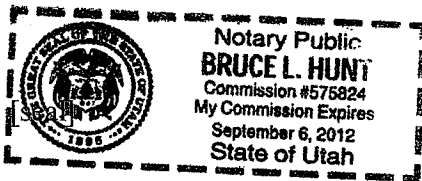
By: *Douglas F. Smith*  
Douglas F. Smith  
Its Manager

By: *Warren G. Tate*  
Warren G. Tate  
Its Manager

ACKNOWLEDGMENTS

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

On the 10 day of ~~November~~ <sup>December</sup>, 2008, before me, the undersigned notary public, personally appeared DOUGLAS F. SMITH, the Manager of DW Associates, L.L.C., a Utah limited liability company, personally known to me or whose identity has been satisfactory established, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.

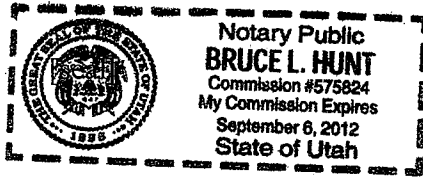



*Bruce L. Hunt*  
Notary Public

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

On the 10 day of ~~November~~ <sup>December</sup>, 2008, before me, the undersigned notary public, personally appeared WARREN G. TATE, the Manager of DW Associates, L.L.C., a Utah limited liability

company, personally known to me or whose identity has been satisfactory established, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.

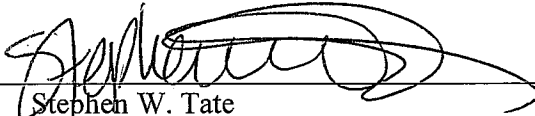


  
Notary Public

[Counterpart signature page for WGT American Fork, LLC to Collateral Assignment of Ground Lease and Landlord's Consent]

Executed effective as of the day and year first written above.

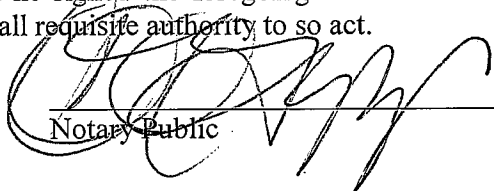
WGT AMERICAN FORK, LLC,  
a Utah limited liability company

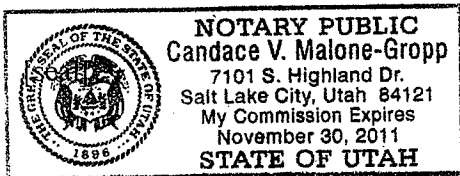
By:   
Stephen W. Tate  
Its Manager

ACKNOWLEDGMENT

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

On the 10 day of <sup>December</sup> ~~November~~, 2008, before me, the undersigned notary public, personally appeared STEPHEN W. TATE, the Manager of WGT American Fork, LLC, a Utah limited liability company, personally known to me or whose identity has been satisfactory established, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.

  
Notary Public



[Counterpart signature page for DJ Smith Investments, L.C. to Collateral Assignment of Ground Lease and Landlord's Consent]

Executed effective as of the day and year first written above.

DJ SMITH INVESTMENTS, L.C.,  
a Utah limited liability company

By: *Douglas F. Smith*  
Douglas F. Smith  
Its Manager

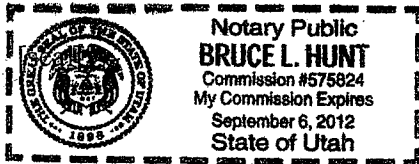
By: *JoAnn L. Smith*  
JoAnn L. Smith  
Its Manager

ACKNOWLEDGMENTS

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Utah )

On the 10 day of ~~November~~ <sup>December</sup>, 2008, before me, the undersigned notary public, personally appeared DOUGLAS F. SMITH, the Manager of DJ Smith Investments, L.C., a Utah limited liability company, personally known to me or whose identity has been satisfactory established, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.

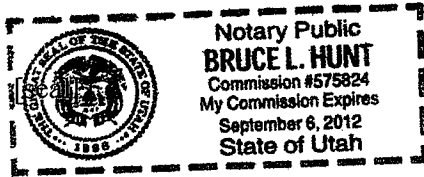
*Bruce L. Hunt*  
Notary Public

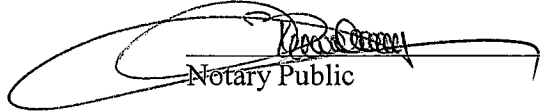


STATE OF UTAH )  
 ) : ss.  
COUNTY OF Utah )

On the 10 day of ~~November~~ <sup>December</sup>, 2008, before me, the undersigned notary public, personally appeared JOANN L. SMITH, the Manager of DJ Smith Investments, L.C., a Utah limited

liability company, personally known to me or whose identity has been satisfactory established, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said limited liability company, having all requisite authority to so act.



  
Notary Public

**EXHIBIT A**

(Legal Description of the Land)

The following real property is located in Utah County, Utah:

Commencing South 24'14" West 142.81 feet and West 769.59 feet from the Northeast corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 53'36" East 593.20 feet; thence North 69°43'42" West .28 feet; thence 69°57'50" West 344 feet; thence 62°12'58" West 27.09 feet; thence North 04'37" East 316.05 feet; thence South 89°28'19" East 7.15 feet; thence North 00°31'00" East 149.54 feet; thence South 89°29'00" East 329.25 feet to the point of beginning.

Also described by survey legal as follows:

A parcel of land in the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows:

Commencing at the Northeast earner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah; thence North 89°53'25" West along the North line of said section 771.29 feet and South 143.72 feet to the real point of beginning; thence South 00°56'47" East 593.72 feet to the North right of way line of I-15; thence along said right of way the following 2 courses and distances; (1) North 69°57'50" West 344.14 feet; (2) thence North 62°12'58" West 27.09 feet; thence North 00°04'37" East 316.05 feet; thence South 89°28'19" East 7.15 feet; thence North 00°31'00" East 150.09 feet to the South line of Main Street; thence South 89°29'00" East along said South line 328.55 feet to the real point of beginning.

Three handwritten signatures are present, each with the word "Initials" printed below it. The signatures are written in black ink on a white background. The first signature is on the left, the second is in the middle, and the third is on the right.