13090026 10/2/2019 4:38:00 PM \$640.00 Book - 10840 Pg - 5417-5499 RASHELLE HOBBS Recorder, Salt Lake County, UT INTEGRATED TITLE INS SERVICES BY: eCASH, DEPUTY - EF 83 P.

PREPARED BY: 5AIF RW, LLC 19800 MacArthur Blvd., Suite 1150 Irvine, CA 92612 Attn: Closing Department

AFTER RECORDING RETURN TO: 5AIF RW, LLC 19800 MacArthur Blvd., Suite 1150 Irvine, CA 92612 Attn: Closing Department

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

RU POOL 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY

(Trustor)

to

INTEGRATED TITLE INSURANCE SERVICES, LLC, A UTAH LIMITED LIABILITY COMPANY

(Trustee)

for the Benefit of

5AIF RW, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Beneficiary)

Dated:

As of October 2, 2019

County:

Salt Lake

State:

Utah

AFFECTS APN: Reference Exhibit A

THIS INSTRUMENT IS A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER SECTION 70A-9A-502 OF THE UTAH UNIFORM COMMERCIAL CODE COVERING ALL GOODS AS PROVIDED IN GRANTING CLAUSES WHICH ARE OR SHALL BECOME FIXTURES RELATED TO THE PREMISES DESCRIBED HEREIN AND IS TO BE RECORDED IN THE REAL ESTATE RECORDS AS A FIXTURE FILING.

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of this 2ND day of October, 2019, by RU POOL 2 LLC, a Delaware limited liability company, as trustor, having an address at 1600 S State Street, Salt Lake City, UT 84115 ("Trustor") to INTEGRATED TITLE INSURANCE SERVICES, LLC, a Utah limited liability company, as trustee, having an address of 1092 East South Union Avenue, Midvale, UT 84047 ("Trustee"), for the benefit of 5AIF RW, LLC, a Delaware limited liability company, as beneficiary, having an address at 19800 MacArthur Blvd., Suite 1150, Irvine, CA 92612, Attention: Closing Department (together with its successors and/or assigns, "Beneficiary").

WITNESSETH:

- A. This Deed of Trust is given to secure a loan (the "Loan") in the principal sum of Forty-Six Million Four Hundred Eighty-Five Thousand Eight Hundred Eighty (\$46,485,880.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof by and between Trustor and Beneficiary (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and evidenced by that certain Promissory Note dated the date hereof made by Trustor to Beneficiary (such Promissory Note, together with all extensions, renewals, replacements, restatements or modifications thereof, being hereinafter referred to as the "Note"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.
- B. Trustor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Beneficiary in respect of the Loan under the Note, the Loan Agreement and the other Loan Documents (the "*Debt*") and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.
- C. This Deed of Trust is given pursuant to the Loan Agreement, and payment, fulfillment and performance by Trustor of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Deed of Trust.

NOW THEREFORE, in consideration of the making of the Loan by Beneficiary and the covenants, agreements, representations and warranties set forth in this Deed of Trust and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Trustor:

ARTICLE I.

GRANTS OF SECURITY

- Section 1.01 <u>Trust Property</u>. Trustor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey unto Trustee, in trust for the benefit and security of Beneficiary and its successors and assigns, WITH POWER OF SALE and right of entry and possession, all right, title, interest and estate of Trustor, whether fee, leasehold or otherwise, now owned, or hereafter acquired by Trustor in and to the following (collectively, the "*Property*"):
- (a) <u>Land</u>. The real property identified on <u>Schedule 1</u> attached hereto and made a part hereof and more particularly described in <u>Exhibit A</u>, attached hereto and made a part hereof (collectively, the "*Land*");
- (b) <u>Additional Land</u>. To the extent expressly made subject to the lien of this Deed of Trust from time to time by supplemental deed of trust or otherwise, all additional lands, estates and development rights hereafter acquired by Trustor for use in connection with the Land and the development of the Land and all additional lands and estates therein;
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "*Improvements*");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, (including without limitation trackage agreements, and rights to nonexclusive common drive entries), sewer rights, water, water courses, water rights and powers, water shares, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Trustor, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Trustor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Trustor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the products and proceeds thereof (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Trustor shall have any right or interest therein;

- Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Trustor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, whether located on or off the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, lighting, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Trustor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the products and proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Trustor shall have any right or interest therein;
- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, inventory, tools, equipment, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Trustor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the products and proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Trustor in and to any of the Personal Property which may be subject to any security interests, as defined in the Utah Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Deed of Trust, and all products and proceeds of any of the above;
- (h) <u>Leases and Rents</u>. (i) All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment, extension, renewal, replacement, or other agreement relating to such leases, subleases, subsubleases, or other documents or agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Trustor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together

with all products and proceeds thereof (collectively, the "Leases"); (ii) all right, title and interest of Trustor, its successors and assigns, therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, subrents additional rents, advance rents, security deposits, revenues, royalties, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Trustor of any petition for relief under the Bankruptcy Code together with all products and proceeds thereof (collectively, the "Rents"); (iii) all products and proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt; (iv) all of Trustor's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors") to Trustor; (v) all rights, powers, privileges, options and other benefits of Trustor as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Trustor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties; (vi) the right, subject to the provisions of the Loan Agreement, at Beneficiary's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents; (vii) during the continuance of an Event of Default, Trustor's irrevocable power of attorney, coupled with an interest, to take any or all other actions designated by Beneficiary for the proper management and preservation of the Land and Improvements; and (viii) any and all other rights of Trustor in and to the items set forth in subsections (i) through (vii) above, and all amendments, modifications, replacements, renewals and substitutions thereof:

- (i) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property and all products and proceeds thereof;
- (j) <u>Insurance Proceeds</u>. All products and proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property;
- (k) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges assessed against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction and all products and proceeds thereof;

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- (l) <u>Rights</u>. The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;
- (m) Agreements. All agreements, contracts, certificates, instruments, franchises, management agreements, permits, licenses, plans, specifications and other documents, including without limitation, those certain Housing Assistance Agreements as referenced in that certain Housing Assistance Rider to Loan Agreement, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Trustor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of any Event of Default, to receive and collect any sums payable to Trustor thereunder and all products and proceeds of each of the foregoing;
- (n) <u>Intellectual Property</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Property and all products and proceeds of each of the foregoing;
- (o) Accounts. All reserves, escrows and deposit accounts maintained by Trustor with respect to the Property, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof, excluding the following (the "Account Collateral"): all reserves, escrows and deposit accounts in which a security interest is granted to Beneficiary pursuant to the Loan Agreement and all amounts at any time contained therein and all of the products and proceeds of each of the foregoing;
- (p) <u>Uniform Commercial Code Property</u>. All documents, instruments, chattel paper and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, relating to the Property and all products and proceeds of each of the foregoing;
- (q) <u>Minerals</u>. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above Land and all products and proceeds of each of the foregoing;
- (r) <u>All Other Assets</u>. All other accounts, general intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts, escrow deposits, commercial tort claims, oil, gas and minerals, and all other property and interests in property of Trustor, whether tangible or intangible, and including without limitation all of Trustor's claims and rights to the payment of damages arising under the Bankruptcy Code ("*Bankruptcy Claims*"), excluding the Account Collateral and all products and proceeds of each of the foregoing;

- (s) <u>Products and Proceeds</u>. All products and proceeds of, and proceeds of any sale of, any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise; and
- (t) Other Rights. Any and all other rights of Trustor in and to the items set forth in Subsections (a) through (s) above.

AND, without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Trustor expressly grants to Beneficiary, as secured party, a security interest in all of Trustor's right, title and interest in and to that portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Land or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and mortgaged hereby.

It is hereby acknowledged and agreed that Trustor has granted to Beneficiary a security interest in the Account Collateral pursuant to the Loan Agreement. Notwithstanding anything to the contrary contained herein, Beneficiary's security interest in the Account Collateral shall be governed by the Loan Agreement and not this Deed of Trust.

Section 1.02 <u>Assignment of Rents.</u>

- (a) Trustor hereby absolutely and unconditionally assigns to Beneficiary all of Trustor's right, title and interest in and to all current and future Leases, Rents, Lease Guaranties and Bankruptcy Claims; it being intended by Trustor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to any applicable deposit account control agreement, the Loan Agreement and the terms of this Deed of Trust, Beneficiary grants to Trustor, so long as no Event of Default has occurred and is continuing, a revocable license to (and Trustor shall have the right to) collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties. Trustor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Beneficiary for use in the payment of such sums. This assignment is effective without any further or supplemental assignment documents.
- (b) Trustor hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Real Property and all Lease Guarantors to pay over to Beneficiary or to such other party as Beneficiary directs all Rents and all sums due under any Lease Guaranties, upon such lessee's receipt from Beneficiary of written notice to the effect that Beneficiary is then the holder of this assignment. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement. In furtherance of the foregoing, Trustor hereby grants to Beneficiary an irrevocable power of attorney, coupled with an interest, to execute and deliver, on behalf of Trustor, to tenants under current and future Leases and counterparties to Lease Guaranties, direction letters to deliver all Rents and all sums due under any Lease Guaranties directly to Beneficiary. Any exercise of the foregoing power of attorney

shall constitute an immediate revocation of the revocable license given pursuant to <u>Section</u> 1.02(a).

Section 1.03 Security Agreement. This Deed of Trust is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Property. By executing and delivering this Deed of Trust, Trustor hereby grants to Beneficiary, as security for the Obligations, a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Beneficiary, in addition to any other rights and remedies which it may have at law or in equity, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Beneficiary after the occurrence and during the continuance of an Event of Default, Trustor shall, at its expense, assemble the Collateral and make it available to Beneficiary at a convenient place (at the Land if tangible property) reasonably acceptable to Beneficiary. Trustor shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys' fees and costs, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall, except as otherwise provided by applicable law or the Loan Agreement, constitute reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Beneficiary to the payment of the Debt in such priority and proportions as Beneficiary in its discretion shall deem proper. The principal place of business of Trustor (Debtor) is as set forth in the preamble of this Deed of Trust and the address of Beneficiary (Secured Party) is as set forth in the preamble of this Deed of Trust.

Section 1.04 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Deed of Trust, and this Deed of Trust, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement naming Trustor as the Debtor and Beneficiary as the Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. This Deed of Trust constitutes a fixture filing in accordance with Section 70A-9A-502 of the Utah Uniform Commercial Code, as the same may be amended or recodified from time to time. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust, this Deed of Trust is to be recorded in the official real estate records in the County Recorder's office of the county in which the Property or any portion thereof is located and the Trustor is the record owner of the Property.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Beneficiary and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Trustor shall well and truly pay and perform the Obligations (including the payment of the Debt) at the time and in the manner provided in this Deed of Trust, the Note, the Loan Agreement and the other Loan Documents, and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that, subject to Section 9.06, Trustor's obligation to indemnify and hold harmless Beneficiary pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE II.

DEBT AND OBLIGATIONS SECURED

- Section 2.01 <u>Obligations</u>. This Deed of Trust and the grants, assignments and transfers made in <u>Article I</u> are given for the purpose of securing the Obligations, including, but not limited to, the Debt. Notwithstanding anything to the contrary contained in this Deed of Trust, or any of the Loan Documents, none of the Property described in this Deed of Trust secures payment and performance under the Environmental Indemnity Agreement, any Sponsor Guaranty or any Equity Owner Guaranty.
- Section 2.02 Other Obligations. This Deed of Trust and the grants, assignments and transfers made in Article I are also given for the purpose of securing the following (collectively, the "Other Obligations"):
 - (a) the performance of all other obligations of Trustor contained herein;
- (b) the performance of each obligation of Trustor contained in the Loan Agreement and in each other Loan Document; and
- (c) the performance of each obligation of Trustor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.
- Section 2.03 <u>Debt and Other Obligations</u>. Trustor's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "*Obligations*."
- Section 2.04 <u>Variable Interest Rate</u>. The Loan secured by this Deed of Trust may be a variable interest rate loan, if so provided in the Loan Agreement.
- Section 2.05 <u>Loan Repayment</u>. Provided no Event of Default exists, this Deed of Trust will be satisfied and discharged of record by Beneficiary (and the Trustee, to

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the extent required by law to effect a full and proper satisfaction and discharge) in accordance with the terms and provisions set forth in the Loan Agreement and applicable law.

Section 2.06 Other Mortgages; No Election of Remedies.

- (a) The Debt is now or may hereafter be secured by one or more other mortgages, deeds to secure debt, deeds of trust and other security agreements (collectively, as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified and in effect from time to time, are herein collectively called the "Other Mortgages"), which cover or will hereafter cover other properties that are or may be located in various states (collectively, the "Other Collateral"). The Other Mortgages will secure the Debt and the performance of the other covenants and agreements of Trustor set forth in the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may proceed under this Deed of Trust and/or any or all the Other Mortgages against either the Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Beneficiary shall elect. Trustor hereby irrevocably waives and releases, to the fullest extent permitted by applicable law, and whether now or hereafter in force, any right to have the Property and/or the Other Collateral marshaled upon any foreclosure of this Deed of Trust or any Other Mortgage.
- Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Beneficiary in this Deed of Trust or the other Loan Documents, in the case and during the continuance of an Event of Default and to the fullest extent permitted by applicable law (i) Beneficiary shall have the right to pursue all of its rights and remedies under this Deed of Trust and the Loan Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Beneficiary, in its sole and absolute discretion, shall determine from time to time, (ii) Beneficiary shall not be required to either marshal assets, sell the Property and/or any Other Collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action", "anti-deficiency" or "election of remedies" law or rule with respect to the Property and/or any Other Collateral, (iii) the exercise by Beneficiary of any remedies against any one item of Property and/or any Other Collateral will not impede Beneficiary from subsequently or simultaneously exercising remedies against any other item of Property and/or Other Collateral, (iv) all liens and other rights, remedies or privileges provided to Beneficiary herein shall remain in full force and effect until Beneficiary has exhausted all of its remedies against the Property and all Property has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt, and (v) Beneficiary may resort for the payment of the Debt to any security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect and Beneficiary may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Beneficiary thereafter to foreclose this Deed of Trust.
- (c) Without notice to or consent of Trustor and without impairment of the lien and rights created by this Deed of Trust, Beneficiary may, at any time (in its sole and absolute discretion, but Beneficiary shall have no obligation to), execute and deliver to Trustor a written instrument releasing all or a portion of the lien of this Deed of Trust as security for any or all of the Obligations now existing or hereafter arising under or in respect of the Note, the Loan

Agreement and each of the other Loan Documents, whereupon following the execution and delivery by Beneficiary to Trustor of any such written instrument of release, this Deed of Trust shall no longer secure such Obligations released.

ARTICLE III.

TRUSTOR COVENANTS

Trustor covenants and agrees that throughout the term of the Loan:

Section 3.01 Payment of Debt. Trustor will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Deed of Trust.

Section 3.02 <u>Incorporation by Reference</u>. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note, and (c) all and any of the other Loan Documents, are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein. In the event of any inconsistency between any of the terms of Deed of Trust (including the terms of Section 1.03 herein) and the Loan Agreement, the terms of the Loan Agreement shall control. Without limiting the generality of the foregoing, Trustor (i) agrees to insure, repair, maintain and restore damage to the Property, pay Taxes and Other Charges assessed against the Property, and comply with Legal Requirements, in accordance with the Loan Agreement, and (ii) agrees that the proceeds of insurance and condemnation awards shall be settled, held, applied and/or disbursed in accordance with the Loan Agreement.

Section 3.03 Performance of Other Agreements. Trustor shall observe and perform each and every term, covenant and provision to be observed or performed by Trustor pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property, and any amendments, modifications or changes thereto.

ARTICLE IV.

OBLIGATIONS AND RELIANCES

Section 4.01 <u>Relationship of Trustor and Beneficiary</u>. The relationship between Trustor and Beneficiary is solely that of debtor and creditor, and Beneficiary has no fiduciary or other special relationship with Trustor, and no term or condition of any of the Loan Agreement, the Note, this Deed of Trust or the other Loan Documents shall be construed so as to deem the relationship between Trustor and Beneficiary to be other than that of debtor and creditor.

Section 4.02 No Reliance on Beneficiary. The general partners, members, principals and (if Trustor is a trust) beneficial owners of Trustor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Trustor and Beneficiary are relying solely upon such expertise and business plan in connection with the

ownership and operation of the Property. Trustor is not relying on Beneficiary's expertise, business acumen or advice in connection with the Property.

Section 4.03 No Beneficiary Obligations.

- (a) Notwithstanding the provisions of <u>Subsections 1.01(h)</u> and <u>(m)</u> or <u>Section 1.02</u>, Beneficiary is not undertaking the performance of (i) any obligations under the Leases, or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.
- (b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Beneficiary pursuant to this Deed of Trust, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, Beneficiary shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Beneficiary.

Section 4.04 Reliance. Trustor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Deed of Trust and the other Loan Documents, Beneficiary is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article III of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Beneficiary; that such reliance existed on the part of Beneficiary prior to the date hereof; that the warranties and representations are a material inducement to Beneficiary in making the Loan; and that Beneficiary would not be willing to make the Loan and accept this Deed of Trust in the absence of the warranties and representations as set forth in Article III of the Loan Agreement.

ARTICLE V.

FURTHER ASSURANCES

Section 5.01 Recording. Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the Lien or security interest hereof upon, and the interest of Beneficiary in, the Property. Trustor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Deed of Trust, the other Loan Documents, any note, deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of any of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, any deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by law so to do.

Section 5.02 Further Acts, Etc. Trustor will, at the cost of Trustor, and without expense to Beneficiary, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, deeds to secure debt, mortgages, assignments, notices of assignments, transfers and assurances as Beneficiary shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary the Property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust or for filing, registering or recording this Deed of Trust, or for complying with all Legal Requirements. Trustor, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Beneficiary to execute in the name of Trustor or without the signature of Trustor to the extent Beneficiary may lawfully do so, one or more financing statements to evidence more effectively the security interest of Beneficiary in the Property and the Collateral. Financing statements to be filed with the Secretary of State (or other governmental agency of the State designated for the filing of such financing statements) of the State in which the Trustor is organized may describe as the collateral covered thereby "all assets of the debtor, whether now owned or hereafter acquired" or words to that effect, notwithstanding that such collateral description may be broader in scope than the collateral described herein. Beneficiary shall provide Trustor with copies of any notices and/or instruments of filings executed by Beneficiary in accordance with the immediately preceding sentence. Trustor grants to Beneficiary an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary at law and in equity, including, without limitation, such rights and remedies available to Beneficiary pursuant to this Section 5.02. Notwithstanding anything to the contrary in the immediately preceding sentence, Beneficiary shall not execute any documents as attorney in fact for Trustor unless (i) Trustor shall have failed or refused to execute the same within five (5) days after delivery of Beneficiary's request to Trustor or (ii) an Event of Default is continuing.

Section 5.03 <u>Changes in Tax, Debt, Credit and Documentary Stamp</u> <u>Laws.</u>

(a) If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Beneficiary's interest in the Property, Trustor will pay the tax, with interest and penalties thereon, if any (it being understood that nothing hereunder shall require Trustor to pay any income or franchise tax imposed on Beneficiary by reason of Beneficiary's interest in the Property). If Beneficiary is advised by counsel chosen by it that the payment of tax by Trustor would be unlawful or taxable to Beneficiary or unenforceable or provide the basis for a defense of usury, then Beneficiary shall have the option, by written notice to Trustor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.

- (b) Trustor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Deed of Trust or the Debt. If such claim, credit or deduction shall be required by law, Beneficiary shall have the option, by written notice to Trustor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.
- (c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Deed of Trust, or any of the other Loan Documents or shall impose any other tax or charge on the same, Trustor will pay for the same, with interest and penalties thereon, if any.

ARTICLE VI.

DUE ON SALE/ENCUMBRANCE

Section 6.01 <u>Beneficiary Reliance</u>. Trustor acknowledges that Beneficiary has examined and relied on the experience of Trustor and its general partners, members, principals and (if Trustor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Trustor's ownership of the Property as a means of maintaining the value of the Property as security for the payment and performance of the Obligations, including the repayment of the Debt. Trustor acknowledges that Beneficiary has a valid interest in maintaining the value of the Property so as to ensure that, should Trustor default in the payment and/or performance of the Obligations, including the repayment of the Debt, Beneficiary can recover the Debt by a sale or foreclosure of the Property or other sale permitted by applicable law as to the Personal Property, Equipment or Fixtures.

Section 6.02 No Transfer. Trustor shall not permit or suffer any Transfer to occur except in accordance with the terms of the Loan Agreement.

ARTICLE VII.

RIGHTS AND REMEDIES UPON DEFAULT

Section 7.01 Remedies. Upon the occurrence and during the continuance of any Event of Default, Trustor agrees that Beneficiary may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Trustor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) give such notices of default and of election to cause the Property to be sold as may be required by law or as may be necessary to cause Trustee to exercise the power of sale

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granted herein; Trustee shall then record such notice of default as required by law and, after the lapse of such time as may be required by law following the recordation of the notice of default, give such notice of Trustee's sale as then required by law and, after the expiration of such time as may be required by law, may sell the Property at the time and place specified in the notice of sale, as a whole or in separate parcels to the fullest extent permitted by applicable law at public auction to the highest bidder, all in accordance with applicable law. Any bidder, including Trustee for the benefit of Beneficiary, may bid at the sale. Trustor agrees that all default interest, late charges, any prepayment premiums, and similar amounts, if any, owing from time to time under the Loan Documents shall constitute a part of, and be entitled to the benefits of, the lien of the Deed of Trust upon the Property, and Trustee may include all such amounts in any credit which Beneficiary, or Trustee in behalf of Beneficiary, may make against its bid at a foreclosure sale of the Property pursuant to this Deed of Trust. If Trustor, Trustor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Property, reinstates the Deed of Trust in accordance with applicable law, then such party shall pay to Trustee the reasonable cancellation fee contemplated by applicable law, whereupon Trustee shall record a notice of cancellation of the pending sale. To the fullest extent permitted by applicable law, Trustee, from time to time may postpone or continue the sale of all or any portion of the Property by public declaration at the time and place last appointed for the sale and, except to the extent required by applicable law, no other notice of the postponed sale shall be required. Upon any sale, consistent with applicable law, Trustee shall deliver its deed conveying the property sold and dispose of the proceeds of sale in a manner consistent with applicable law. In the event of a foreclosure of this Deed of Trust or any other mortgage or deed of trust securing the Note, the obligations thereunder and under the Loan Documents then due Beneficiary shall not be merged into any decree of foreclosure entered by the court, and, to the fullest extent permitted by law, Beneficiary may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said obligations;

- (c) institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Deed of Trust under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner permitted by law, Beneficiary being hereby expressly granted the power to foreclose this Deed of Trust in the manner provided by law for the foreclosure of a real property mortgage;
- (d) with or without entry, to the fullest extent permitted by law and pursuant to any procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Deed of Trust for the balance of the Obligations not then due, unimpaired and without loss of priority;
 - (e) intentionally omitted;
- (f) to the fullest extent permitted by applicable law, sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Trustor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law; and, without limiting the foregoing:

- (i) In connection with any sale or sales hereunder, to the fullest extent permitted by applicable law, Beneficiary shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any Improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, to the fullest extent permitted by applicable law, Beneficiary shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;
- (ii) Beneficiary shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Beneficiary so elects and applicable law so permits then pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Beneficiary and Beneficiary is hereby authorized and empowered to conduct any such sale of any Real Property, Personal Property, Equipment and Fixtures in accordance with the procedures applicable to real property and permitted by applicable law;
- (iii) Should Beneficiary elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Beneficiary has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Beneficiary shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property, each as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Trustor, Beneficiary at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder. Beneficiary may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and
- (iv) If the Property consists of several lots, parcels or items of property, Beneficiary shall, subject to applicable law and to any right of Trustor to direct the order of sale under applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Beneficiary designates. Any Person, including Trustor or Beneficiary, may purchase at any sale hereunder. Should Beneficiary desire that more than one sale or other disposition of the Property be conducted, Beneficiary shall, if permitted pursuant to, and subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Beneficiary may designate, and subject to applicable law, no such sale shall terminate or otherwise affect the Lien of this Deed of Trust on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Beneficiary elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Trustor

agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

- (g) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, in the Loan Agreement or in the other Loan Documents;
- (h) to the fullest extent permitted by applicable law, recover judgment on the Note either before, during or after any proceedings for the enforcement of this Deed of Trust or the other Loan Documents:
- (i) to the fullest extent permitted by applicable law apply for the appointment of a receiver, trustee, liquidator or conservator of the Property without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Trustor, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof; Trustor hereby irrevocably consents to the appointment of a receiver;
- the license granted to Trustor under Section 1.02 hereof shall (j) automatically be revoked and Trustor agrees to surrender possession of the Property and of all books, records and accounts related thereto to Beneficiary upon demand, and thereupon Beneficiary may do such acts and things as Beneficiary deems necessary or desirable to protect the security hereof, consistent with applicable law, including without limitation, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat on such terms and for such period of time as Beneficiary may deem proper; (ii) complete any construction on the Property in such manner and form as Beneficiary deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Trustor with respect to the Property, whether in the name of Trustor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants if permitted under applicable law, and demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid; (v) require Trustor to pay monthly in advance to Beneficiary, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Trustor; (vi) require Trustor to vacate and surrender possession of the Property to Beneficiary or to such receiver and, in default thereof, Trustor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment and performance of the Obligations (including, without limitation, the payment of the Debt), in such order, priority and proportions as Beneficiary shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees and costs) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes or Other Charges assessed against the Property, insurance premiums, other expenses and Capital Expenditures incurred in connection with the Property, as well as just and reasonable compensation for the services of Beneficiary, its counsel, agents and employees;
- (k) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the

foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property, or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Trustor, at its sole cost and expense, to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Beneficiary at a convenient place acceptable to Beneficiary;

- (l) apply any sums then deposited or held in escrow or otherwise by or on behalf of Beneficiary in accordance with the terms of the Loan Agreement, this Deed of Trust or any other Loan Document to the payment of the following items in any order in its sole discretion:
 - (i) Taxes and Other Charges assessed against the Property;
 - (ii) Insurance premiums;
- (iii) Other expenses and Capital Expenditures incurred in connection with the Property;
 - (iv) Interest on the unpaid principal balance of the Note;
 - (v) Amortization of the unpaid principal balance of the Note; and/or
- (vi) All other sums payable pursuant to the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents, including, without limitation, the Release Amount, if applicable, and advances made by Beneficiary pursuant to the terms of this Deed of Trust;
- (m) pursue such other remedies as may be available to Beneficiary at law or in equity; and/or
- (n) apply the undisbursed balance of any escrow or other deposits held by or on behalf of Beneficiary with respect to the Property, to the payment of the Debt in such order, priority and proportions as Beneficiary shall deem to be appropriate in its sole discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Deed of Trust shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

The exercise by Beneficiary of its rights under this <u>Section 7.01</u> and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a waiver of any Default or Event of Default under the Note, the Loan Agreement, this Deed of Trust or the other Loan Documents.

Section 7.02 <u>Application of Proceeds</u>. The purchase money proceeds and avails of any disposition of the Property or any part thereof, or any other sums collected by Beneficiary pursuant to the Note, this Deed of Trust or the other Loan Documents, may be

applied by Beneficiary to the payment of the Obligations in such priority and proportions as Beneficiary in its discretion shall deem proper and consistent with applicable law.

Event of Default, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereunder, perform the obligations in Default in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Property for such purposes or appear in, defend or bring any action or proceeding to protect its interest in the Property, to foreclose this Deed of Trust or collect the Debt, and to make any protective advances that Beneficiary may deem necessary to protect the security hereof, and the cost and expense of any of the foregoing (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Default Rate for the period after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary, shall constitute a portion of the Debt, shall be secured by this Deed of Trust and the other Loan Documents and shall be due and payable to Beneficiary upon demand.

Section 7.04 Other Rights, Etc.

- (a) The failure of Beneficiary to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Deed of Trust. Trustor shall not be relieved of Trustor's obligations hereunder by reason of (i) the failure of Beneficiary to comply with any request of Trustor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Deed of Trust or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Beneficiary extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Deed of Trust or the other Loan Documents.
- (b) It is agreed that the risk of loss or damage to the Property is on Trustor, and Beneficiary shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Beneficiary shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Beneficiary's possession.
- (c) Beneficiary may resort for the payment and performance of the Obligations (including, but not limited to, the payment of the Debt) to any other security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect and applicable law may allow. Beneficiary may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof, without prejudice to the right of Beneficiary thereafter to enforce any remedy hereunder or under applicable law against Trustor, including the right to foreclose this Deed of Trust as applicable law may allow. The rights of Beneficiary under this Deed of Trust shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Beneficiary shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Beneficiary may release any portion of the Property for such consideration as Beneficiary may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Deed of Trust, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Beneficiary for such release, and Beneficiary may accept by assignment, pledge or otherwise any other property in place thereof as Beneficiary may require without being accountable for so doing to any other lienholder. This Deed of Trust shall continue as a Lien and security interest in the remaining portion of the Property.

Section 7.06 Right of Entry. Subject to the rights of Tenants and upon reasonable prior notice to Trustor, Beneficiary and its agents shall have the right to enter and inspect the Property at all reasonable times.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01 Mortgage and/or Intangible Tax. Trustor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Beneficiary and any Person claiming by or through Beneficiary (collectively with Beneficiary, the "Indemnified Parties" and each, an "Indemnified Party") from and against any and all losses, damages, costs, fees, expenses claims, suits, judgments, awards, liabilities, obligations, debts, fines, penalties or charges imposed upon or incurred by or asserted against any Indemnified Party and directly or indirectly arising out of or in any way relating to any mortgage, recording, stamp, intangible or other similar taxes required to be paid by any Indemnified Party under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of this Deed of Trust or any of the Loan Documents (but excluding any income, franchise or other similar taxes).

Section 8.02 No Liability to Beneficiary. This Deed of Trust shall not be construed to bind Beneficiary to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Beneficiary with respect to the Leases. Beneficiary shall not be liable for any loss sustained by Trustor resulting from Beneficiary's failure to let the Property after an Event of Default or from any other act or omission of Beneficiary in managing the Property after an Event of Default unless such loss is caused by the willful misconduct, bad faith or gross negligence of Beneficiary. Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Deed of Trust and Trustor shall indemnify Beneficiary for, and hold Beneficiary harmless from and against, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Deed of Trust, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Beneficiary by reason of any alleged obligations and undertakings on its part to perform or

discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless caused by the willful misconduct or bad faith of Beneficiary. Should Beneficiary incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Deed of Trust and by the other Loan Documents and Trustor shall reimburse Beneficiary therefor within seven (7) Business Days after demand therefor, and upon the failure of Trustor so to do Beneficiary may, at its option, declare the Obligations to be immediately due and payable. This Deed of Trust shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Beneficiary, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity Agreement), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Expenses. In connection with any indemnification obligations of Trustor hereunder, upon written request by any Indemnified Party, Trustor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Trustor and any Indemnified Party and Trustor and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or in addition to those available to Trustor, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party. Upon demand, Trustor shall pay or, in the sole and absolute discretion of any Indemnified Party, reimburse, such Indemnified Party for the payment of the reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

ARTICLE IX.

WAIVERS

Section 9.01 <u>Waiver of Counterclaim</u>. To the fullest extent permitted by applicable law, Trustor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Beneficiary arising out of or in any way connected with this Deed of Trust, the Loan Agreement, the Note, any of the other Loan Documents or the Obligations.

Section 9.02 <u>Marshaling and Other Matters</u>. To the fullest extent permitted by applicable law, Trustor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, to the fullest extent permitted by applicable law, Trustor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this

Deed of Trust on behalf of Trustor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

Section 9.03 <u>Waiver of Notice</u>. To the fullest extent permitted by applicable law, Trustor shall not be entitled to any notices of any nature whatsoever from Beneficiary, except with respect to matters for which this Deed of Trust or any of the other the Loan Documents specifically and expressly provide for the giving of notice by Beneficiary to Trustor, and except with respect to matters for which Beneficiary is required by applicable law to give notice, and Trustor hereby expressly waives the right to receive any notice from Beneficiary with respect to any matter for which this Deed of Trust or any of the other Loan Documents does not specifically and expressly provide for the giving of notice by Beneficiary to Trustor.

Section 9.04 <u>Waiver of Statute of Limitations</u>. To the fullest extent permitted by applicable law, Trustor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment and performance of the Obligations (including, without limitation, the payment of the Debt).

Waiver of Jury Trial. TO THE FULLEST EXTENT Section 9.05 PERMITTED BY APPLICABLE LAW, TRUSTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THE NOTE, THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN THEREWITH. KNOWINGLY AND VOLUNTARILY BY TRUSTOR AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY TRUSTOR.

Section 9.06 Survival. Except as otherwise set forth in the other Loan Documents, the indemnifications made pursuant to Article VIII herein and the representations and warranties, covenants, and other obligations arising under the Loan Documents, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by (a) any satisfaction, release or other termination of this Deed of Trust or any other Loan Document, (b) any assignment or other transfer of all or any portion of this Deed of Trust or any other Loan Document or Beneficiary's interest in the Property (but, in such case, such indemnifications shall benefit both the Indemnified Parties and any such assignee or transferee), (c) any exercise of Beneficiary's rights and remedies pursuant hereto, including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Trustor or by Beneficiary following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), (d) any amendment to this Deed of Trust, the Loan Agreement, the Note or any other Loan Document, and/or (e) any act or omission that might otherwise be construed as a release or discharge of Trustor from the Obligations or any portion thereof. Notwithstanding the foregoing or anything to the contrary set forth herein, in no event shall Trustor be obligated to defend or indemnify any Indemnified Party for any damages, losses, claims and liabilities directly resulting from the gross negligence, bad faith or willful misconduct of such Indemnified Party.

ARTICLE X.

NOTICES

All notices or other written communications hereunder shall be delivered in accordance with <u>Section 8.3</u> of the Loan Agreement.

ARTICLE XI.

APPLICABLE LAW

Section 11.01 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF LIENS AND SECURITY INTERESTS CREATED UNDER THIS DEED OF TRUST, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) SHALL GOVERN ALL MATTERS RELATING TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

Section 11.02 <u>Usury Laws</u>. Notwithstanding anything to the contrary, (a) all agreements and communications between Trustor and Beneficiary are hereby and shall automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged or received by Beneficiary shall never exceed the Maximum Legal Rate, (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal Indebtedness of Trustor to Beneficiary, and (c) if through any contingency or event, Beneficiary receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding Indebtedness of Trustor to Beneficiary, or if there is no such indebtedness, shall immediately be returned to Trustor.

Section 11.03 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Deed of Trust or any application thereof shall be invalid or unenforceable, the remainder of this Deed of Trust and any other application of the term shall not be affected thereby.

ARTICLE XII.

DEFINITIONS

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust may be used interchangeably in the singular or plural form and the word "Trustor" shall mean "each Trustor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Beneficiary" shall mean "Beneficiary and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of Indebtedness secured by this Deed of Trust," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys" fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Beneficiary in protecting its interest in the Property, the Leases, the Rents, the sums due under the Lease Guaranties, and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

Section 13.01 No Oral Change. This Deed of Trust, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Trustor or Beneficiary, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 13.02 <u>Successors and Assigns</u>. This Deed of Trust shall be binding upon, and shall inure to the benefit of, Trustor and Beneficiary and their respective successors and permitted assigns, as set forth in the Loan Agreement.

Section 13.03 <u>Inapplicable Provisions</u>. If any provision of this Deed of Trust is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Deed of Trust, such provision shall be fully severable and this Deed of Trust shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Deed of Trust, and the remaining provisions of this Deed of Trust shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable

provision or by its severance from this Deed of Trust, unless such continued effectiveness of this Deed of Trust, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 13.04 <u>Headings, Etc.</u> The headings and captions of the various Sections of this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 13.05 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Beneficiary shall be subrogated to all of the rights, claims, liens, titles and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles and interests, if any, are not waived, but rather are continued in full force and effect in favor of Beneficiary and are merged with the Lien and security interest created herein as cumulative security for the payment, performance and discharge of the Obligations (including, but not limited to, the payment of the Debt).

Section 13.06 Entire Agreement. The Note, the Loan Agreement, this Deed of Trust and the other Loan Documents constitute the entire understanding and agreement between Trustor and Beneficiary with respect to the transactions arising in connection with the Obligations and supersede all prior written or oral understandings and agreements between Trustor and Beneficiary with respect thereto. Trustor hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Beneficiary to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents.

Section 13.07 <u>Limitation on Beneficiary's Responsibility.</u> No provision of this Deed of Trust shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Beneficiary, nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Property by the Tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any Tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Beneficiary a "Beneficiary in possession."

Section 13.08 <u>Recitals</u>. The recitals hereof are a part hereof, form a basis for this Deed of Trust and shall be considered prima facie evidence of the facts and documents referred to therein.

Section 13.09 <u>Trustee</u>; Successor <u>Trustee</u>. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever, except if the result of Trustee's gross negligence or willful misconduct. Trustee shall not be personally liable in case of entry by it or anyone acting by virtue of the powers herein granted to it upon the Property for debts contracted or liability or

damages or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder or believed by it to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by it in the performance of its duties hereunder and to reasonable compensation for such of its services hereunder as shall be rendered. Trustor will, from time to time, reimburse Trustee for and save and hold it harmless for, from and against any and all loss, cost, liability, damage and reasonable expense whatsoever incurred by it in the performance of its duties. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by law) and Trustee shall be under no liability for interest on any monies received by it hereunder. Trustee may resign by giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to exercise the same when requested by Beneficiary or if for any or no reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall consistent with the requirements of applicable law, have the power to appoint a substitute trustee and, if Beneficiary so elects, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforenamed Trustee. Each appointment and substitution shall be evidenced by an instrument in writing, recorded in each county in which any portion of the Property is located, which instrument shall be in the form prescribed by law, recite the parties to, date of recordation of, and the book and page or entry number of record of this Deed of Trust, and include the legal description of the real property herein described, the name and address of the new substitute trustee and shall be executed and acknowledged by all beneficiaries under this Deed of Trust. Copies of the instrument of appointment or substitution of trustee shall be sent to the persons and in the manner provided under applicable law. In addition, such Trustee ceasing to act shall duly assign, transfer, and deliver any of the property and monies held by Trustee to the successor Trustee so appointed in its place. To the fullest extent permitted by law, the Trustee may act in the execution of this trust and may authorize one or more parties to act on its behalf to perform the ministerial functions required of it hereunder, including without limitation, the transmittal and posting of any notices and, unless required by applicable law, it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

Section 13.10 <u>Time of Essence</u>. Time is of the essence with respect to this Deed of Trust and each and every provision hereof.

ARTICLE XIV.

STATE-SPECIFIC PROVISIONS

Section 14.01 <u>Principles of Construction</u>. Without limiting <u>Section 11.01</u>, to the extent that the laws of the State of Utah govern the interpretation or enforcement of this Deed of Trust, (a) the provisions of this <u>Article XIV</u> shall apply, and (b) in the event of any inconsistencies between the terms and conditions of this <u>Article XIV</u> and the other terms and provisions of this <u>Deed of Trust</u>, the terms and conditions of this <u>Article XIV</u> shall control and be binding.

Section 14.02 <u>Guaranties</u>; <u>Separate Obligations</u>. Anything to the contrary herein or elsewhere notwithstanding, subject to the rights of Beneficiary to proceed on an unsecured basis pursuant to applicable law, no guaranty of any or all of the Obligations which may from time to time be given by any person or entity other than Trustor, nor any obligation arising under any of such guaranties, nor any environmental indemnity given by Trustor, nor any obligation arising under any such environmental indemnity, shall be secured by this Deed of Trust, any separate assignment of leases or assignment of rents, or any other lien encumbering the Property or other Collateral.

Section 14.03 Statute of Frauds, Integrated Agreement and Subsequent Amendment. The Loan Agreement, the Note, the Loan Documents, and the other agreements, documents, obligations, and transactions contemplated by the Loan Agreement, including this Deed of Trust, constitute the complete understanding and agreement between Borrower and Lender with respect to the subject matter of these agreements, supersede all prior, contemporaneous or subsequent representations, warranties, agreements, arrangements, understandings and negotiations with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by the parties. PURSUANT TO UTAH CODE ANN. SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THESE WRITTEN AGREEMENTS ARE THE FINAL EXPRESSION OF THE AGREEMENTS BETWEEN THE TRUSTOR AND BENEFICIARY AND THESE WRITTEN AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 14.04 No Merger. If the Property is under any lease or any portion thereof which constitutes a part of the Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Property pursuant to the provisions of this Deed of Trust, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

Property. Upon payment of all sums secured by this Deed of Trust, Trustee shall reconvey the Property upon direction of Beneficiary and Beneficiary's surrender of this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto." Beneficiary may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable. At any time, without liability therefor and without notice, and without affecting the personal liability of Beneficiary or any other person

for payment of the Note, Trustee may, with the consent of Beneficiary: (a) release and reconvey by deed of reconveyance any part of the Property from the lien hereof; (b) consent to the making and recording of any maps or plats of the Property; (c) join in granting any easement on the Property; or (d) join in any extension agreement or any agreement subordinating or modifying the lien or charge hereof. If Trustee shall perform any such acts or execute complete or partial reconveyances, then it shall be paid a fee in accordance with its established fees and charges therefor.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, THIS DEED OF TRUST has been executed by Trustor as of the day and year first above written.

TRUSTOR:

RU POOL 2 LLC, a Delaware limited liability company

By: Restore Utah GP SFR LLC, a Utah limited liability company

Title: Manager

Name: James Schulte

Title: Manager

STATE OF Wah
COUNTY OF Sout We

Acknowledgment

The foregoing instrume	nt was acknowledged th	nis day before me by	James Schulte, a	s Manager of
Restore Utah GP SFR LLC,	a Utah limited liability	company, the Ma	nager of RU Po	ol 2 LLC, a
Delaware limited liability comp	pany, on behalf of said	limited liability con	mpany, and who	is personally
known to me or produced \mathcal{D}^{\prime}	ivers license	as identificat	tion.	

Witness my hand and official seal, this 21 day of Seven bev

NOTARE SEAL Notary Public
PATRICK W. ROEDER
Commission #886103
My Commission Expires
December 15, 2019
State of Utah

Notary: Print Name: Park W. Roed ev

Notary Public, State of ___ My commission expires: _

SCHEDULE 1

Property List

Address	City	State	Zip Code	County
1003 W 1000 N	Salt Lake City	UT	84116	Salt Lake
1005 S Emery St	Salt Lake City	UT	84104	Salt Lake
1014 S 1500 W	Salt Lake City	UT	84104	Salt Lake
1016 W Tally Ho St	Salt Lake City	UT	84116	Salt Lake
1018 E 100 S	Salt Lake City	UT	84102	Salt Lake
1043 S 1300 W	Salt Lake City	UT	84104	Salt Lake
10456 S Hyacinth Cir	Sandy	UT	84094	Salt Lake
1066 W 400 N	Salt Lake City	UT	84116	Salt Lake
1067 Signora Dr	Salt Lake City	UT	84116	Salt Lake
1068 W Signora Dr	Salt Lake City	UT	84116	Salt Lake
1080 N Taffeta Dr	Salt Lake City	UT	84116	Salt Lake
1086 W Sterling Dr	Salt Lake City	UT	84116	Salt Lake
1122 Fremont Ave	Salt Lake City	UT	84104	Salt Lake
1128 W Dalton Ave	Salt Lake City	UT	84104	Salt Lake
1141 N Topaz Dr	Salt Lake City	UT	84116	Salt Lake
1146 S 1300 W	Salt Lake City	UT	84104	Salt Lake
1149 W 400 N	Salt Lake City	UT	84116	Salt Lake
1150 Topaz Drive	Salt Lake City	UT	84116	Salt Lake
1159 N Nocturne Dr	Salt Lake City	UT	84116	Salt Lake
1161 W San Fernando Dr	Salt Lake City	UT	84116	Salt Lake
1172 S Redwood Dr	Salt Lake City	UT	84104	Salt Lake
1188 W Gillespie	Salt Lake City	UT	84104	Salt Lake
1196 S Mission Rd	Salt Lake City	UT	84104	Salt Lake
1202 S 1000 W	Salt Lake City	UT	84104	Salt Lake
121 I St	Salt Lake City	UT	84103	Salt Lake
1233 Redwood Dr	Salt Lake City	UT	84104	Salt Lake
1239 W Pacific Ave	Salt Lake City	UT	84104	Salt Lake
1247 S Redwood Dr	Salt Lake City	UT	84104	Salt Lake
1258 W Arapahoe Ave	Salt Lake City	UT	84104	Salt Lake
1270 W 500 S	Salt Lake City	UT	84104	Salt Lake
1311 W Arapahoe	Salt Lake City	UT	84104	Salt Lake
1324 W 1300 S	Salt Lake City	UT	84104	Salt Lake
1331 W 1300 S	Salt Lake City	UT	84104	Salt Lake
1333 N Nocturne	Salt Lake City	UT	84116	Salt Lake
136 E Truman	Salt Lake City	UT	84115	Salt Lake
1407 W 8780 S	West Jordan	UT	84088	Salt Lake
1447 S Utahna Dr	Salt Lake City	UT	84104	Salt Lake
1454 W 600 S	Salt Lake City	UT	84104	Salt Lake
1462 W 300 S	Salt Lake City	UT	84104	Salt Lake
1472 W Burbank Ave	Salt Lake City	UT	84104	Salt Lake

1487 Bell Ave	Salt Lake City	UT	84104	Salt Lake
1487 Walnut Dr	Salt Lake City	UT	84116	Salt Lake
1495 W 4980 S	Taylorsville	UT	84123	Salt Lake
1504 W 900 S	Salt Lake City	UT	84104	Salt Lake
153 S Jeremy St	Salt Lake City	UT	84104	Salt Lake
1535 N Baroness St	Salt Lake City	UT	84116	Salt Lake
1569 N Baroness St	Salt Lake City	UT	84116	Salt Lake
1574 Baroness St	Salt Lake City	UT	84116	Salt Lake
1610 W Leland Dr	West Jordan	UT	84084	Salt Lake
1620 W 800 N	Salt Lake City	UT	84116	Salt Lake
1621 W Red Oakleaf Ct	Salt Lake City	UT	84119	Salt Lake
166 E Kelsey Ave	Salt Lake City	UT .	84111	Salt Lake
1720 W Independence Blvd	Salt Lake City	UT	84116	Salt Lake
1755 W Stardust	Taylorsville	UT	84129	Salt Lake
1762 W Irie Ln	Salt Lake City	UT	84116	Salt Lake
1788 W Altair Cir	Salt Lake City	UT	84116	Salt Lake
1800 W Jennifer Way	Salt Lake City	UT	84116	Salt Lake
1801 W Patricia Way	Salt Lake City	UT	84116	Salt Lake
185 E Claybourne Ave	Salt Lake City	UT	84115	Salt Lake
1853 W Northstar Dr	Salt Lake City	UT	84116	Salt Lake
1878 W Northstar Dr	Salt Lake City	UT	84116	Salt Lake
1886 W Northstar Dr	Salt Lake City	UT	84116	Salt Lake
1912 W 3300 S	West Valley City	UT	84119	Salt Lake
1933 W General Dr	Salt Lake City	UT	84116	Salt Lake
1936 W Independence Blvd	Salt Lake City	UT	84116	Salt Lake
2030 W 3140 S	West Valley City	UT	84119	Salt Lake
2265 S 1360 W	West Valley City	UT	84119	Salt Lake
241 E 9125 S	Sandy	UT	84070	Salt Lake
2464 W Hard Rock	Taylorsville	UT	84129	Salt Lake
250 N State St	Salt Lake City	UT	84103	Salt Lake
250 S 1100 W	Salt Lake City	UT	84104	Salt Lake
252 E Garfield Ave	Salt Lake City	UT	84115	Salt Lake
2533 Bryant Dr	Magna	UT	84044	Salt Lake
2549 S Park St	Salt Lake City	UT	84106	Salt Lake
255 N New Star Dr	Salt Lake City	UT	84116	Salt Lake
260 S Concord	Salt Lake City	UT	84104	Salt Lake
265 E Louise Ave	Salt Lake City	UT	84115	Salt Lake
2742 S Cyprus Ln	Magna	UT	84044	Salt Lake
2784 W 3835 S	West Valley City	UT	84119	Salt Lake
2830 W 2935 S	Salt Lake City	UT	84119	Salt Lake
2836 W Cinnamon Cir	Taylorsville	UT	84118	Salt Lake
2858 S 9100 W	Magna	UT	84044	Salt Lake
2887 W Whitehall Dr	West Valley City	UT	84119	Salt Lake
2951 S Wendy Cir	Salt Lake City	UT	84120	Salt Lake
LOGI O TTORIGY OIL	Jan Lano Ony			

2952 W Lehi Dr	Salt Lake City	UT	84119	Salt Lake
2978 S 9150 W	Magna	UT	84044	Salt Lake
2992 W Lehi Dr	Salt Lake City	UT	84119	Salt Lake
3033 S 8950 W	Magna	UT	84044	Salt Lake
3035 W 3835 S	Salt Lake City	UT	84123	Salt Lake
3050 S 9000 W	Magna	UT	84044	Salt Lake
3067 Lemay Ave	Salt Lake	UT	84119	Salt Lake
3087 S 500 E	Salt Lake City	UT	84106	Salt Lake
314 S 1000 W	Salt Lake City	UT	84104	Salt Lake
3160 W 8525 S	West Jordan	UT	84088	Salt Lake
3165 W 3835 S	West Valley City	UT	84119	Salt Lake
3169 W Tess Ave	West Valley City	UT	84119	Salt Lake
3179 W Mark Ave	West Valley City	UT	84119	Salt Lake
3184 S Scottsdale Dr	West Valley City	UT	84120	Salt Lake
3205 S Oriole Way	West Valley City	UT	84119	Salt Lake
3244 S Oriole Way	West Valley City	UT	84119	Salt Lake
325 S Cheyenne St	Salt Lake City	UT	84104	Salt Lake
3255 S 500 E	Salt Lake City	UT	84106	Salt Lake
3289 S 3690 W	West Valley City	UT	84120	Salt Lake
3293 S Scottsdale Dr	West Valley City	UT	84120	Salt Lake
3335 S 1940 W	West Valley City	UT	84119	Salt Lake
3339 S Squirewood Dr	West Valley City	UT	84120	Salt Lake
3345 S 8070 W (Breeze Ln)	Magna	UT	84044	Salt Lake
3369 S Patrick Dr	Magna	UT	84044	Salt Lake
3371 Magnolia Dr	Magna	UT	84044	Salt Lake
3387 W Queenswood Dr	Taylorsville	UT	84118	Salt Lake
3422 S Glenwood Cir (7930 W)	Magna	UT	84044	Salt Lake
350 N Marion St	Salt Lake City	UT	84116	Salt Lake
3540 W 8245 S	West Jordan	UT	84088	Salt Lake
3570 Centennial Rd	Magna	UT	84044	Salt Lake
359 E Vidas Ave	Salt Lake City	UT	84115	Salt Lake
359 N Star Crest Dr	Salt Lake City	UT	84116	Salt Lake
3610 S Centennial Rd	Magna	UT	84044	Salt Lake
367 N 1000 W	Salt Lake City	UT	84116	Salt Lake
3709 S Hancock Rd	Magna	UT	84044	Salt Lake
3717 S Buckeroo Cir	Magna	UT	84044	Salt Lake
3720 S Franklin Rd	Magna	UT	84044	Salt Lake
3745 S Atlas Way	Salt Lake City	UT	84120	Salt Lake
3782 S Franklin Rd	Magna	UT	84044	Salt Lake
3817 S Lorna Dr	West Valley City	UT	84120	Salt Lake
3817 W 3200 S	West Valley City	UT	84120	Salt Lake
3874 W Vixen Way	Taylorsville	UT	84118	Salt Lake
3883 W 3240 S	West Valley City	UT	84120	Salt Lake
3919 S 4620 W	Salt Lake City	UT	84120	Salt Lake

3939 W Vixen Way	Taylorsville	UT	84118	Salt Lake
3947 S Chatterleigh Rd	West Valley City	UT	84128	Salt Lake
4068 W 5050 S	Salt Lake City	UT	84118	Salt Lake
4091 W Omega Way	Salt Lake City	UT	84120	Salt Lake
4156 W Wendy Ave	West Valley City	UT	84120	Salt Lake
4178 Holder Dr	West Valley City	UT	84120	Salt Lake
421 N 1200 W	Salt Lake City	UT	84116	Salt Lake
4247 S 6440 W	West Valley City	UT	84128	Salt Lake
426 N 1400 W	Salt Lake City	UT	84116	Salt Lake
4289 S 6220 W (Grecian Dr)	West Valley City	UT	84128	Salt Lake
4304 W Cortney Pl	West Valley City	UT	84120	Salt Lake
4308 W Volta Ave	West Valley City	UT	84120	Salt Lake
4311 W 4835 S	Salt Lake City	UT	84118	Salt Lake
4319 W Tidwell St	Salt Lake City	UT	84118	Salt Lake
4330 W 5655 S	Kearns	UT	84118	Salt Lake
4332 S Rose Blossom St	West Valley City	UT	84120	Salt Lake
4341 W 5255 S	Salt Lake City	UT	84118	Salt Lake
4349 W 5570 S	Kearns	UT	84118	Salt Lake
436 N Starcrest Dr	Salt Lake City	UT	84116	Salt Lake
4369 Tidwell St	Kearns	UT	84118	Salt Lake
4372 S Wormwood Dr	West Valley City	UT	84120	Salt Lake
438 S 1000 W	Salt Lake City	UT	84104	Salt Lake
4381 S Ebony Ave	Taylorsville	UT	84123	Salt Lake
442 N 1100 W	Salt Lake City	UT	84116	Salt Lake
4424 S Thornwood Ave	Taylorsville	UT	84123	Salt Lake
4440 W 5135 S	Salt Lake City	UT	84118	Salt Lake
4470 W 4865 S	Kearns	UT	84118	Salt Lake
4539 S Edgeware Ln	Taylorsville	UT	84119	Salt Lake
4546 W 5570 S	Salt Lake City	UT	84118	Salt Lake
4551 W 5780 S	Kearns	UT	84118	Salt Lake
4584 S Knights Bridge Rd W	Taylorsville	UT	84129	Salt Lake
459 N Star Crest Dr	Salt Lake City	UT	84116	Salt Lake
4595 W 4985 S	Salt Lake City	UT	84118	Salt Lake
4605 W 4715 S	Salt Lake City	UT	84118	Salt Lake
4621 S Harrisonwood Cir	West Valley City	UT	84119	Salt Lake
4626 W Twilight Dr	Salt Lake City	UT	84118	Salt Lake
4645 W Mildred St	Salt Lake City	UT	84118	Salt Lake
4668 W Westpoint Dr	West Valley City	UT	84120	Salt Lake
4675 S Vassar St	West Valley City	UT	84120	Salt Lake
4683 Caplan St	Salt Lake City	UT	84118	Salt Lake
4765 W 5055 S	Kearns	UT	84118	Salt Lake
4766 S 4420 W	Salt Lake City	UT	84118	Salt Lake
4795 W 5100 S	Kearns	UT	84118	Salt Lake
4821 S Heath Ave	Salt Lake City	UT	84118	Salt Lake
TUZI O HEALH AVE	Jail Lake City	. UI	(UTITO	Jan Lane

4825 S 4580 W	Kearns	UT	84118	Salt Lake
4827 S 4720 W	Salt Lake City	UT	84118	Salt Lake
4831 S Heath Ave	Salt Lake City	UT	84118	Salt Lake
4839 W 5055 S	Salt Lake City	UT	84118	Salt Lake
4841 S 4420 W	Salt Lake City	UT	84118	Salt Lake
4844 W 5400 S	Salt Lake City	UT	84118	Salt Lake
4850 S 4900 W	Kearns	UT	84118	Salt Lake
4856 S 4420 W	Salt Lake City	UT	84118	Salt Lake
4892 S 4420 W	Kearns	UT	84118	Salt Lake
4908 S 4340 W	Salt Lake City	UT	84118	Salt Lake
4911 S 5020 W	Salt Lake City	UT	84118	Salt Lake
4945 S 4900 W	Kearns	UT	84118	Salt Lake
4950 S 4340 W	Kearns	UT	84118	Salt Lake
4971 S 4940 W	Salt Lake City	UT	84118	Salt Lake
4980 S 4860 W	· Kearns	UT	84118	Salt Lake
4989 W Cherrywood Ln	Salt Lake City	UT	84120	Salt Lake
4995 S 4420 W	Kearns	UT	84118	Salt Lake
5012 Gaskill Way	West Jordan	UT	84088	Salt Lake
5031 S Galileo Ln	Salt Lake City	UT	84129	Salt Lake
5039 S 5450 W	Salt Lake City	UT	84118	Salt Lake
5110 W 5320 S	Salt Lake City	UT	84118	Salt Lake
5238 Ridgecrest Dr	Taylorsville	UT	84129	Salt Lake
525 N 600 W	Salt Lake City	UT	84116	Salt Lake
5254 S Kemp Dr	Salt Lake City	UT	84118	Salt Lake
5268 Champagne Ave	Taylorsville	UT	84118	Salt Lake
5268 W Dewflower Cir	Salt Lake City	UT	84118	Salt Lake
529 E 3065 S	Salt Lake City	UT	84106	Salt Lake
5300 W 5240 S	Salt Lake City	UT	84118	Salt Lake
5306 W Hunter Dr	West Valley City	UT	84120	Salt Lake
5334 S 5495 W	Salt Lake City	UT	84118	Salt Lake
5350 S 4420 W .	Kearns	UT	84118	Salt Lake
5351 S 5420 W	Kearns	UT	84118	Salt Lake
537 S Navajo St	Salt Lake City	UT	84104	Salt Lake
5437 W Peggy Ln	West Valley City	UT	84120	Salt Lake
5462 S 4270 W	Kearns	UT	84118	Salt Lake
5465 Westslope Dr	Kearns	UT	84118	Salt Lake
548 N Marion St	Salt Lake City	UT	84116	Salt Lake
5483 W Saguaro Dr	West Jordan	UT	84081	Salt Lake
5489 W Heath Ave	Salt Lake City	UT	84118	Salt Lake
5534 S Spurrier	Salt Lake City	UT	84107	Salt Lake
556 W New Star Dr	Salt Lake City	UT	84116	Salt Lake
5651 W Walnut View Cir	Salt Lake City	UT	84118	Salt Lake
569 S Montgomery St	Salt Lake City	UT	84104	Salt Lake
5833 Impressions Dr	Salt Lake City	UT	84118	Salt Lake

584 E Scott Ave	Salt Lake City	UT	84106	Salt Lake
5899 S Azure Meadow Drive	Taylorsville	UT	84118	Salt Lake
5915 S Salem Ave	Kearns	UT	84118	Salt Lake
603 S 1300 W	Salt Lake City	UT	84104	Salt Lake
615 N American Beauty	Salt Lake City	UT	84116	Salt Lake
622 S Cheyenne St	Salt Lake City	UΤ	84104	Salt Lake
6366 W 3380 S	West Valley City	UT	84128	Salt Lake
641 N American Beauty Dr	Salt Lake City	UT	84116	Salt Lake
641 S Concord St	Salt Lake City	UT	84104	Salt Lake
647 S Concord St	Salt Lake City	UT	84104	Salt Lake
6556 S 5055 W	West Jordan	UT	84084	Salt Lake
68 E Louise Ave	South Salt Lake	UT	84115	Salt Lake
723 N Pearl Harbor St	Salt Lake City	UT	84116	Salt Lake
7303 W 3960 S	Magna	UT	84044	Salt Lake
7443 W Madison Cir	Magna	UT	84044	Salt Lake
7564 W Washington Rd	Magna	UT	84044	Salt Lake
7615 W Jefferson Rd	Magna	UT	84044	Salt Lake
763 N Colorado St	Salt Lake City	UT	84116	Salt Lake
795 E Geranium St	Sandy	UT	84094	Salt Lake
7976 W Sharon Dr	Magna	UT .	84044	Salt Lake
7994 Allen St	Midvale	UT	84047	Salt Lake
861 N American Beauty Dr	Salt Lake City	UT	84116	Salt Lake
863 W Fremont Ave	Salt Lake City	UT	84104	Salt Lake
871 N Lafayette Dr	Salt Lake City	UT	84116	Salt Lake
8782 S 220 E	Sandy	UT	84070	Salt Lake
8972 W 3000 S	Magna	UT	84044	Salt Lake
904 N Colorado St	Salt Lake City	UT	84116	Salt Lake
940 W Montague Ave	Salt Lake City	UT	84104	Salt Lake
9434 Barium St	Sandy	UT	84094	Salt Lake
944 N 1400 W	Salt Lake City	UT	84116	Salt Lake
947 W Prosperity Ave	Salt Lake City	UT	84116	Salt Lake
948 S 1500 W	Salt Lake City	UT	84104	Salt Lake
974 S Navajo St	Salt Lake City	UT	84104	Salt Lake
974 S Pueblo	Salt Lake City	UT	84104	Salt Lake
983 N 1500 W	Salt Lake City	UT	84116	Salt Lake

EXHIBIT A

Legal Description

PARCEL 1:

Lot 17, Block 15, ROSE PARK PLAT C, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-331-008.

Property Address: 1003 West 1000 North, Salt Lake City UT 84116

PARCEL 2:

BEGINNING at a point 47 feet North of the Southwest corner of Lot 1, Block 1, GLENDALE ADDITION, and running thence North 47 feet; thence East 95 feet; thence South 47 feet; thence West 95 feet to the point of beginning.

Parcel Identification No. 15-11-187-002.

Property Address: 1005 South Emery Street, Salt Lake City UT 84104

PARCEL 3:

Lot 8, Block 3, GLENDALE GARDENS PLAT E, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-426-008.

Property Address: 1014 South 1500 West, Salt Lake City UT 84104

PARCEL 4:

Lot 14, AMENDED PLAT OF ROSE PARK PLAT "Q", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-130-014.

Property Address: 1016 West Tally Ho Street, Salt Lake City UT 84116

PARCEL 5:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 29, PLAT "F", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 2.5 RODS; THENCE SOUTH 10 RODS; THENCE EAST 2.5 RODS; THENCE NORTH 10 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGINNING SOUTH 89°54'40" WEST 137.23 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 29, PLAT "F", SALT LAKE CITY SURVEY (NOTE: THE NORTHEAST CORNER OF SAID LOT 6 ERRONEOUSLY DESCRIBED AS BEING 33 FEET WEST OF ITS ACTUAL LOCATION), AND RUNNING THENCE NORTH 89°54'40" EAST 5.23 FEET, THENCE SOUTH 00°04'25" EAST ALONG THE LOT LINE 124.97 FEET; THENCE SOUTH 89°55'29" WEST 6.96 FEET; THENCE NORTH 00°43'14" EAST ALONG A FENCE LINE 124.98 FEET TO THE POINT OF BEGINNING.

Exhibit A

Tax Parcel No. 16-05-204-036-0000

Property Address: 1018 East 100 South, Salt Lake City, UT 84102

PARCEL 6:

Lot 26, Block 3, GLENDALE GARDENS PLAT "B", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-11-302-005.

Property Address: 1043 South 1300 West, Salt Lake City UT 84104

PARCEL 7:

Lot 28, WHITE CITY NO. 32 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 28-17-276-008.

Property Address: 10456 South Hyacinth Circle, Sandy UT 84094

PARCEL 8:

Lots 19 and 20, Block 2, OAKWOOD SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-35-179-029.

Property Address: 1066 West 400 North, Salt Lake City UT 84116

PARCEL 9:

Lot 8, in Block 4, ROSE PARK PLAT "A", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-384-003.

Property Address: 1067 West Signora Drive, Salt Lake City UT 84116

PARCEL 10:

Lot 9, in Block 5, ROSE PARK PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-382-010.

Property Address: 1068 West Signora Drive, Salt Lake City UT 84116

PARCEL 11:

Lot 38, ROSE PARK PLAT "M", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-180-020.

Property Address: 1080 North Taffeta Drive, Salt Lake City UT 84116

PARCEL 12:

THE WEST 58 FEET OF LOT 5, BLOCK 14, ROSE PARK PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOGETHER WITH A PORTION OF LOTS 6 AND 7, SAID BLOCK 14, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, AFORESAID, AND RUNNING ALONG THE EAST LOT LINE OF LOTS 6 AND 7, THENCE NORTH 0°00'55" WEST 101 FEET; THENCE SOUTH 89°59'05" WEST 15 FEET THENCE SOUTH 0°00'55" EAST 101 FEET; THENCE NORTH 89°59'05" EAST 15 FEET TO THE PLACE OF BEGINNING.

Tax Parcel No. 08-26-326-004-0000

Property Address: 1086 West Sterling Drive, Salt Lake City, UT 84116

PARCEL 13:

The Westerly 2 feet of Lot 6, All of Lots 7 and 8, and the Easterly 5 feet of Lot 9, in Block 2, HAMILTON'S SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH 7 feet of the vacated alley abutting on the North.

Parcel Identification No. 15-11-328-020.

Property Address: 1122 West Fremont Avenue, Salt Lake City UT 84104

PARCEL 14:

BEGINNING at a point East 7 feet from the Southwest corner of Lot 2, Block 3, HAMILTON'S SUBDIVISION, running thence North 108.0 feet; thence East 48 feet; thence South 108.0 feet; thence West 48 feet to the point of beginning.

Parcel Identification No. 15-11-327-020.

Property Address: 1128 West Dalton Avenue, Salt Lake City UT 84104

PARCEL 15:

A Northerly portion of Lot 28, ROSE PARK PLAT N, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, more particularly described as follows:

BEGINNING at a point North 5°37' West 5.05 feet from the Southwest corner of Lot 28, ROSE PARK PLAT N, running thence North 5°37' West 54.95 feet; thence North 84°05'51" East 113.25 feet; thence by a curve to the right (radius South 84°05'51" West 840.65 feet) a distance of 63.41 feet and thence South 88°25'10" West 111.45 feet to the point of beginning.

Parcel Identification No. 08-26-180-032.

Property Address: 1141 North Topaz Drive, Salt Lake City UT 84116

PARCEL 16:

Lot 20, Block 4, GLENDALE GARDENS PLAT "B", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-11-301-042.

Property Address: 1146 South 1300 West, Salt Lake City UT 84104

PARCEL 17:

Lots 10 and 11, Block 1-A, OAKLEY, a subdivision of Lots 4 and 5, Block 78, Plat "C", Salt Lake City Survey, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Together with half vacated alley abutting on the South.

Parcel Identification No. 08-35-178-005.

Property Address: 1149 West 400 North, Salt Lake City, UT 84116

PARCEL 18:

Lot 15, ROSE PARK PLAT "N", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-251-006.

Property Address: 1150 North Topaz Drive, Salt Lake City UT 84116

PARCEL 19:

Lot 25, ROSE PARK PLAT "K", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-177-024.

Property Address: 1159 North Nocturne Drive, Salt Lake City UT 84116

PARCEL 20:

Lot 21, Block 9, ROSE PARK PLAT "C", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-328-004.

Property Address: 1161 West San Fernando Drive, Salt Lake City UT 84116

PARCEL 21:

Lot 12, Block 3, GLENDALE GARDENS PLAT "F", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, in Book L at Page 5.

Parcel Identification No. 15-10-452-033.

Property Address: 1172 South Redwood Road, Salt Lake City UT 84104

PARCEL 22:

The West 4 feet of Lot 4, all of Lots 5 & 6, inclusive, and the East 0.5 feet of Lot 7, Block 14, JORDAN PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-353-020.

Property Address: 1188 West Gillespie Avenue, Salt Lake City UT 84104

PARCEL 23:

Lot 18, Block 2, GLENDALE GARDENS PLAT "F", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-477-017.

Property Address: 1196 South Mission Road, Salt Lake City UT 84104

PARCEL 24:

Lot 22, CALIFORNIA PLACE SUBDIVISION PLAT "D", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-11-381-048.

Property Address: 1202 South 1000 West, Salt Lake City UT 84104

PARCEL 25:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 34, PLAT "D", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 6 RODS. THENCE NORTH 2 RODS; THENCE EAST 6 RODS; THENCE SOUTH 2 RODS TO THE POINT OF BEGINNING.

Tax Parcel No. 09-32-351-005-0000

Property Address: 121 North I Street, Salt Lake City, UT 84103

PARCEL 26:

Lot 7, in Block 2, GLENDALE GARDENS PLAT "F", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-477-009.

Property Address: 1233 South Redwood Drive, Salt Lake City UT 84104

PARCEL 27:

BEGINNING at the Northwest Corner of Lot 23, Block 11, JORDAN PLACE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, recorded in Book C of Plats, at Page 136, and running thence North 89°57'54" East 52.95 feet along the North line of Lots 23 and 24 of said subdivision to the Northeast corner of Lot 24; thence South 00°03'34" East 69.04 feet along the East line of Lot 24; thence South 89°57'54" West 52.95 feet to the West line of Lot 23; thence North 00°03'34" West 69.04 feet along the West line of Lot 23 to the point of beginning.

Parcel Identification No. 15-02-308-025.

Property Address: 1239 West Pacific Avenue, Salt Lake City UT 84104

PARCEL 28:

LOT 4, BLOCK 2, GLENDALE GARDENS PLAT F, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 15-10-477-012-0000

Property Address: 1247 South Redwood Drive, Salt Lake City, UT 84104

PARCEL 29:

The East 65 feet of Lots 65, 66 and 67, inclusive, POPLAR PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-356-008.

Property Address: 1258 West Arapahoe Avenue, Salt Lake City UT 84104

PARCEL 30:

Lots 4 and 5, Block 10, JORDAN PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-304-020.

Property Address: 1270 West 500 South, Salt Lake City UT 84104

PARCEL 31:

Lots 36, 37 and 38, Block 15, POPLAR GROVE ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No's. 15-11-101-007 and 15-11-101-008.

Property Address: 1311 West Arapahoe Avenue, Salt Lake City UT 84104

PARCEL 32:

Lot 4, Block 2, GLENDALE GARDENS PLAT "D", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-479-014.

Property Address: 1324 West 1300 South, Salt Lake City UT 84104

PARCEL 33:

THE WEST 1 FOOT OF LOT 9, ALL OF LOT 10, BLOCK 1, GLENDALE GARDENS, PLAT "D", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

EXCEPTING THEREFROM THE WEST 4 FEET OF SAID LOT 10.

Tax Parcel No. 15-10-480-019-0000

Property Address: 1331 West 1300 South, Salt Lake City, UT 84104

PARCEL 34:

Lot 19, ROSE PARK PLAT "S", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-128-015.

Property Address: 1333 North Nocturne Drive, Salt Lake City UT 84116

PARCEL 35:

Lots 37 and 38, BURTON PLACE SECOND ADDITION according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-19-156-007

Property Address: 136 East Truman Avenue, South Salt Lake City UT 84115

PARCEL 36:

Lot 34, FONTAINE CLAIRE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 27-03-233-001.

Property Address: 1407 West 8780 South, West Jordan UT 84088

PARCEL 37:

BEGINNING at the Southeast corner of Lot 19, Block 3, SOUTH SALT LAKE SUBDIVISION, and running thence West 50 feet; thence North 104 feet; thence East 50 feet; thence South 104 feet to the point of beginning.

TOGETHER WITH one-half of the vacated street abutting on the South.

Parcel Identification No. 15-14-110-005.

Property Address: 1447 South Utahna Drive, Salt Lake City UT 84104

PARCEL 38:

BEGINNING at a point which is South 89°57'40" West 220 feet from the Southwest corner of Lot 2, Block 4, Blaine Subdivision, a subdivision of part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Meridian, and running thence South 89°57'40" West 55 feet; thence North 0°03'34" West 157 feet; thence North 89°57'40" East 55 feet; thence South 0°03'34" East 157 feet to the point of beginning.

Parcel Identification No. 15-03-479-020.

Property Address: 1454 West 600 South, Salt Lake City UT 84104

PARCEL 39:

BEGINNING at a point South 89°58'07" West 54 feet from the Southeast corner of Lot 1, Block 2, Miles & Hamilton Addition, according to the official plat thereof, recorded in Book B of Plats at Page 120, records of Salt Lake County, Utah: and running thence North 0°03'34" West 97 feet; thence South 89°58'07" West 48 feet; thence South 0°03'34" East 97 feet; thence North 89°58'08" East 48 feet to the point of beginning.

Parcel Identification No. 15-03-276-026.

Property Address: 1462 West 300 South, Salt Lake City UT 84104

PARCEL 40:

Lot 5, in Block 4, GLENDALE GARDENS PLAT "F", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-476-010.

Property Address: 1472 West Burbank Avenue, Salt Lake City UT 84104

PARCEL 41:

Lot 12, Block 4, GLENDALE GARDENS PLAT "F", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-476-006.

Property Address: 1487 West Bell Avenue, Salt Lake City UT 84104

PARCEL 42:

Lot 14, FAIRFIELD ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

LESS AND EXCEPTING therefrom the Easterly 3.2 feet thereof.

Parcel Identification No. 08-34-252-039.

Property Address: 1487 West Walnut Drive, Salt Lake City UT 84116

PARCEL 43:

Lot 215, BEST VIEW SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-10-257-012.

Property Address: 1495 West 4980 South, Taylorsville UT 84123

PARCEL 44:

The West 8 feet of Lot 30 and all of Lot 31, THIRD BURLINGTON ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-253-021.

Property Address: 1504 West 900 South, Salt Lake City UT 84104

PARCEL 45:

Lot 7, in Block 1, FRANKLIN SUBDIVISION OF BLOCK 46, PLAT C, SALT LAKE CITY SURVEY, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-232-014.

Property Address: 153 South Jeremy Street, Salt Lake City UT 84104

PARCEL 46:

LOT 26, GEORGETOWN AT WESTPOINTE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-22-331-009-0000

Property Address: 1535 North Baroness Street, Salt Lake City, UT 84116

PARCEL 47:

LOT 40, GEORGETOWN AT WESTPOINTE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-22-330-009-0000

Property Address: 1569 North Baroness Street, Salt Lake City, UT 84116

PARCEL 48:

LOT 38, GEORGETOWN AT WESTPOINTE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-22-330-011-0000

Property Address: 1574 North Baroness Street, Salt Lake City, UT 84116

PARCEL 49:

Lot 8, JORDAN DALE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-27-402-019.

Property Address: 1610 West Leland Drive, West Jordan UT 84084

PARCEL 50:

Lot 6, WHITEHEAD SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-27-401-029.

Property Address: 1620 West 800 North, Salt Lake City UT 84116

PARCEL 51:

LOT 26, RED OAKS VILLAGE P.U.D, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 15-22-255-013-0000

Property Address: 1621 West Red Oakleaf Court, West Valley City, UT 84119

PARCEL 52:

Lot 3, Block 3, WALKER PLACE PLAT A, a subdivision of Lots 3 and 4, Block 21 Five Acre Plat "A", Big Field Survey, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-07-356-014.

Property Address: 166 East Kelsey Avenue, Salt Lake City UT 84111

PARCEL 53:

Beginning 56 feet West of the Southwest corner of Lot 1, NEW ROSE PARK NO. 1, and running thence West 110.0 feet; thence North 76.18 feet; thence East 110.0 feet; thence South 76.18 feet to the point of beginning.

Parcel Identification No. 08-22-328-007.

Property Address: 1720 West Independence Boulevard, Salt Lake City UT 84116

PARCEL 54:

Lot 57, BEST VIEW NO. 5 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-10-332-015.

Property Address: 1755 West Stardust Drive, Taylorsville UT 84129

PARCEL 55:

Lot 20, JENSEN MEADOWS SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-132-008.

Property Address: 1762 West Irie Lane, Salt Lake City UT 84116

PARCEL 56:

LOT 44, MORTON MEADOWS SUBDIVISION, PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

ALSO: COMMENCING AT THE NORTHWEST CORNER OF LOT 44, MORTON MEADOWS SUBDIVISION, PLAT "A", AND RUNNING THENCE SOUTH 84°22'35" WEST 8.02 FEET; THENCE SOUTH 0°42'28" WEST 67.14 FEET TO THE POINT OF CURVE ON ALTAIR CIRCLE; THENCE EASTERLY AROUND THE ARC OF SAID CURVE TO THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTH 0°04'28" EAST 68.26 FEET TO THE POINT OF COMMENCEMENT.

Tax Parcel No. 08-34-328-012-0000

Property Address: 1788 West Altair Circle, Salt Lake City, UT 84116

PARCEL 57:

ALL OF LOT 265, MORTON MEADOWS, PLAT "J", SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-34-178-016-0000

Property Address: 1800 West Jennifer Way, Salt Lake City, UT 84116

PARCEL 58:

Lot 504, MORTON MEADOWS PLAT "J-1" SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-178-025.

Property Address: 1801 West Patricia Way, Salt Lake City UT 84116

PARCEL 59:

Commencing 108.7 feet West from the Southeast Corner of Lot 9, Block 32, Ten Acre Plat "A", Big Field Survey, and running thence West 51 feet; thence North 125 feet; thence East 51 feet; thence South 125 feet to the place of beginning.

Parcel Identification No. 16-30-126-005.

Property Address: 185 East Claybourne Avenue, Salt Lake City UT 84115

PARCEL 60:

Lot 90, MORTON MEADOWS PLAT "C" SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-301-017.

Property Address: 1853 West North Star Drive, Salt Lake City UT 84116

PARCEL 61:

LOT 115, MORTON MEADOWS PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-34-156-009-0000

Property Address: 1878 West Northstar Drive, Salt Lake City, UT 84116

PARCEL 62:

Lot 112, MORTON MEADOWS PLAT "C" SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-156-006.

Property Address: 1886 West Northstar Drive, Salt Lake City UT 84116

PARCEL 63:

Lot 38, GRANGER PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-27-328-027.

Property Address: 1912 West 3300 South, West Valley City UT 84119

PARCEL 64:

Lot 104, WESTPOINTE PLAT "A" AMENDMENT NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-27-104-013.

Property Address: 1933 West General Drive, Salt Lake City UT 84116

PARCEL 65:

LOT 31, WESTPOINTE PLAT R, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-22-353-012-0000

Property Address: 1936 West Independence Blvd, Salt Lake City, UT 84116

PARCEL 66:

Lot 22, REDWOOD VILLAGE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-27-302-016.

Property Address: 2030 West 3140 South, West Valley City UT 84119

PARCEL 67:

Lot 111, REDWOOD GARDENS PLAT "A", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-22-277-004.

Property Address: 2265 South 1360 West, West Valley City UT 84119

PARCEL 68:

Lot 5, GREENWOOD PARK SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 28-06-327-023.

Property Address: 241 East 9125 South, Sandy UT 84070

PARCEL 69:

Lot 209, VILLAGE II PHASE 2 'SECOND AMENDED', according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-04-213-009.

Property Address: 2464 West Hard Rock Drive, Taylorsville UT 84129

PARCEL 70:

The West 73 feet of Lot 13 and 14, Block 2, Plat "K", Salt Lake City Survey, according to the official plat thereof, on file in the office of the Salt Lake City County Recorder.

Parcel Identification No. 09-31-311-003.

Property Address: 250 North State Street, Salt Lake City UT 84103

PARCEL 71:

Lot 40 and the North one-half of Lot 39, Block 3, GRAEBER'S POST OFFICE ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-177-014.

Property Address: 250 South 1100 West, Salt Lake City UT 84104

PARCEL 72:

The West 12 feet of Lot 14, all of Lot 15, Block 1, SHERMAN ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH the vacated alley abutting on the West and one-half of the vacated alley abutting on the South.

Parcel Identification No. 16-18-376-003.

Property Address: 252 East Garfield Avenue, Salt Lake City UT 84115

PARCEL 73:

Lot 61, GREEN MEADOW ESTATES NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-20-428-013.

Property Address: 2533 South Bryant Drive, Magna UT 84044

PARCEL 74:

LOTS 35 AND 36, BLOCK 2, HOMESITE ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 16-19-477-013-0000

Property Address: 2549 South Park Street, Salt Lake City, UT 84106

PARCEL 75:

Lot 58, MORTON MEADOWS SUBDIVISION PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-328-018.

Property Address: 255 North New Star Drive, Salt Lake City UT 84116

PARCEL 76:

Lots 34 & 35, inclusive, Block 10, HIGHLAND PARK ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-154-013.

Property Address: 260 South Concord Street, Salt Lake City UT 84104

PARCEL 77:

Lot 24, CENTRAL PARK PLAT "B", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-30-128-011.

Property Address: 265 East Louise Avenue, South Salt Lake UT 84115

PARCEL 78a:

BEGINNING at a point on the West line of Cyprus Lane 132.54 rods West 2362.5 feet North of the Southeast corner of the Northwest Quarter of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 168.96 feet; thence North 50 feet; thence East 168.96 feet, more or less, to the West line of Cyprus Lane; thence South along the West line of Cyprus Lane 50 feet to the point of beginning

Parcel Identification No. 14-29-101-055.

PARCEL 78B:

BEGINNING at a point 132.54 rods West 2362.5 feet North and 168.96 feet West of the Southeast corner of the Northwest Quarter of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 14.92 feet; thence North 50 feet; thence East 14.92; thence South 50 feet to the point of beginning.

Parcel Identification No. 14-29-101-054.

Property Address: 2742 South Cyprus Lane, Magna UT 84044

PARCEL 79:

The North 65 feet of Lot 41 and the South 10 feet of Lot 40, ROLLING MEADOWS NO. 1 AMENDED, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-33-327-004.

Property Address: 2784 West 3835 South, Salt Lake City UT 84119

PARCEL 80:

Lot 52, PARTIAL AMENDMENT OF HILLSDALE SUBDIVISION NO. 7, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-176-013.

Property Address: 2830 West 2935 South, West Valley City UT 84119

PARCEL 81:

Lot 210, HAZELHURST NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-16-327-015.

Property Address: 2836 West Cinnamon Circle, Taylorsville, UT 84129

PARCEL 82:

Lots 16, 17 and 18, inclusive, in Block 1, CHAMBERS TOWNSITE ADDITION NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH one-half of the vacated alley abutting on the West.

Parcel Identification No. 14-30-206-010.

Property Address: 2858 South 9100 West, Magna UT 84044

PARCEL 83:

Lot 47, ROLLING MEADOWS NO. 6, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-33-377-002.

Property Address: 2887 West Whitehall Drive, West Valley City UT 84119

PARCEL 84:

Lot 72, VALLEY DOWN NO. 5 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-30-254-010.

Property Address: 2951 South Wendy Circle, West Valley City UT 84120

PARCEL 85:

Lot 243, HILLSDALE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-327-014.

Property Address: 2952 West Lehi Drive, West Valley City UT 84119

PARCEL 86:

COMMENCING AT A POINT NORTH 88°53' EAST 269 FEET AND SOUTH 0°52' EAST 593 FEET FROM THE SOUTHWEST CORNER OF CHAMBERS TOWNSITE NO. 1, THENCE SOUTH 88°53' WEST 118 FEET; THENCE SOUTH 0°52' EAST 50 FEET; THENCE NORTH 88°53' EAST 118 FEET; THENCE NORTH 0°52' WEST 50 FEET TO POINT OF BEGINNING. (BEING LOTS 52 AND 53, BLOCK 5, CHAMBERS PARK UNRECORDED SUBDIVISION.)

Tax Parcel No. 14-30-251-029-0000

Property Address: 2978 South 9150 West, Magna, UT 84044

PARCEL 87:

LOT 246, HILLSDALE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 15-28-327-011-0000

Property Address: 2992 West Lehi Drive, West Valley City, UT 84119

PARCEL 88:

BEGINNING at a point East 1638.5 feet and South 0°52'00" East 2035.6 feet from the Northwest Corner of the Northeast Quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 0°52'00" East 65.0 feet; thence North 88°53'00" East 179.2 feet; thence North 0°52'00" West 65.0 feet; thence South 88°53'00" West 179.2 feet to the point of beginning.

LESS AND EXCEPTING therefrom all oil, gas and other minerals of every kind and description underlying the surface of the subject property.

Parcel Identification No. 14-30-279-005.

Property Address: 3033 South 8950 West, Magna UT 84044

PARCEL 89:

The North 97 feet of Lot 1, BANGERTER SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

ALSO

Beginning South 457 feet and 51.5 rods East from the Northwest corner of the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 60 feet; thence North 5 feet; thence West 60 feet; thence South 5 feet to the point of beginning.

Parcel Identification No. 15-33-302-059.

Property Address: 3035 West 3835 South, Salt Lake City UT 84123

PARCEL 90:

LOTS 13, 14 and 15 and the North eighteen (18) feet of Lot 16, Block 2, HIGHLAND SUBDIVISION OF MAGNA, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-30-258-031.

Property Address: 3050 South 9000 West, Magna UT 84044

PARCEL 91:

Lot 21, HILLSDALE SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-354-010.

Property Address: 3067 West Lemay Avenue, Salt Lake City UT 84119

PARCEL 92:

BEGINNING at a point which is South 00°13'19" West 337.56 feet from the Northwest corner of Lot 4, Block 30, Ten Acre Plat "A", Big Field Survey, said point also being North 00°13'19" East 1416.59 feet and South 89°29'06" East 34.96 feet from the Salt Lake County Monument in the intersection of 3300 South Street and 500 East Street and running thence South 89°29'06" East 236.00 feet; thence South 00°13'19" West 45.76 feet; thence North 89°53'27" West 236.00 feet; thence North 00°13'19" East 47.43 feet to the point of beginning.

Parcel Identification No. 16-30-426-027.

Property Address: 3087 South 500 East, Salt Lake City UT 84106

PARCEL 93:

BEGINNING at a point 99 feet South of the Northeast corner of Block 32, Plat "C", Salt Lake City Survey and running thence West 117.5 feet; thence South 32.5 feet; thence East 117.5 feet; thence North 32.5 feet to the point of beginning.

Parcel Identification No. 15-02-184-007.

Property Address: 314 South 1000 West, Salt Lake City UT 84104

PARCEL 94:

LOT 365B, MEADOW GREEN FARMS NO. 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 21-33-351-044-0000

Property Address: 3160 West 8525 South, West Jordan, UT 84088

PARCEL 95:

A Parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian described as follows: Beginning 355 feet South 20.5 Rods East from the Northwest Corner of the Southwest Quarter of said Section 33, and running thence East 4.5 Rods; thence South 150 feet; thence West 4.5 Rods; thence North 150 feet to the point of beginning.

Parcel Identification No. 15-33-302-006.

Property Address: 3165 West 3835 South, West Valley City UT 84119

PARCEL 96:

Lot 508, HILLSDALE SUBDIVISION NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-351-003.

Property Address: 3169 West Tess Avenue, West Valley City UT 84119

PARCEL 97:

All of Lot 53, HILLSDALE SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-353-002.

Property Address: 3179 West Mark Avenue, West Valley City UT 84119

PARCEL 98:

Lot 8, SCOTTSDALE SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-29-301-022.

Property Address: 3184 South Scottsdale Drive, West Valley City UT 84120

PARCEL 99:

Lot 6, MAPLE MEADOWS - NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-28-406-002.

Property Address: 3205 South Oriole Way, West Valley City UT 84119

PARCEL 100:

LOT 20, MAPLE MEADOWS SUBDIVISION NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No. 15-28-405-016-0000

Property Address: 3244 South Oriole Way, West Valley City, UT 84119

PARCEL 101:

BEGINNING at a point 1346 feet East and 4 feet South from the Northwest corner of the Southeast Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and running thence East 143 feet; thence South 59 feet; thence West 143 feet; thence North 59 feet to the point of beginning.

TOGETHER WITH a right of way over the following: BEGINNING at a point 1346 feet East and 4 feet South from the Northwest corner of the Southeast Quarter of Section 3 aforesaid, and running thence South 354 feet; thence West 26 feet; thence North 354 feet; thence East 26 feet to the point of beginning.

Parcel Identification No. 15-03-426-001.

Property Address: 325 South Cheyenne Street, Salt Lake City UT 84104

PARCEL 102:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 2, BLOCK 30, TEN ACRE PLAT "A", BIG FIELD SURVEY, SALT LAKE COUNTY, UTAH, 264 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG SAID LINE 50 FEET; THENCE EAST 10 RODS; THENCE SOUTH 50 FEET; THENCE WEST 10 RODS, MORE OR LESS, TO THE PLACE OF BEGINNING.

Tax Parcel No. 16-30-432-005-0000

Property Address: 3255 South 500 East, Salt Lake City, UT 84106

PARCEL 103:

LOT 25, MELROSE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 15-29-328-012-0000

Property Address: 3289 South 3690 West, West Valley City, UT 84120

PARCEL 104:

Lot 14, SCOTTSDALE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-29-309-001.

Property Address: 3293 South Scottsdale Drive, West Valley City, UT 84120

PARCEL 105:

COMMENCING AT A POINT ON THE EAST LINE OF 1940 WEST STREET, 190 FEET NORTH FROM THE NORTHWEST CORNER OF LOT 10, OF GRANGER PARK SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID 1940 WEST STREET, 70 FEET; THENCE NORTH 89°58' EAST 130 FEET; THENCE SOUTH 70 FEET; THENCE SOUTH 89°58' WEST 130 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 15-27-376-012-0000

Property Address: 3335 South 1940 West, West Valley City, UT 84119

PARCEL 106:

Lot 27, WILLOW COVE NO-1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-30-353-002.

Property Address: 3339 South Squirewood Drive, West Valley City UT 84120

PARCEL 107:

LOT 207, CATALINA ESTATES NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 14-29-478-007-0000

Property Address: 3345 South 8070 West, Magna, UT 84044

PARCEL 108:

Lot 109, CENTENNIAL VILLAGE NO. 6, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

LESS AND EXCEPTING therefrom all oil, gas and other minerals of every kind and description underlying the surface of the subject property.

Parcel Identification No. 14-28-478-007.

Property Address: 3369 South Patrick Drive, Magna UT 84044

PARCEL 109:

Lot 17, LAKE RIDGE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-28-454-011.

Property Address: 3371 South Magnolia Drive, Magna UT 84044

PARCEL 110:

Lot 202, INDIAN VILLAGE SOUTH SUBDIVISION #5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-08-481-001.

Property Address: 3387 West Queenswood Drive, Taylorsville UT 84129

PARCEL 111:

LOT 23, CYPRUS HEIGHTS SUBDIVISION, A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 14-28-355-017-0000

Property Address: 3422 South 7930 West, Magna, UT 84044

PARCEL 112:

BEGINNING AT A POINT 10 RODS WEST AND 15 RODS SOUTH FROM THE NORTHEAST CORNER OF BLOCK 77, PLAT "C", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 2 1/2 RODS; THENCE WEST 8 RODS; THENCE NORTH 2 1/2 RODS; THENCE EAST 8 RODS TO THE PLACE OF BEGINNING.

Tax Parcel No. 08-35-182-008-0000

Property Address: 350 North Marion Street, Salt Lake City, UT 84116

PARCEL 113:

Lot 313, COPPER VIEW PARK NO. 3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-32-402-005.

Property Address: 3540 West 8245 South, West Jordan UT 84088

PARCEL 114:

Lot 137, MAJESTIC GROVE PLAT "A", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-201-048.

Property Address: 3570 South Centennial Road, Magna UT 84044

PARCEL 115:

Lot 20, VIDAS AVENUE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-19-403-015.

Property Address: 359 East Vidas Avenue, South Salt Lake UT 84115

PARCEL 116:

LOT 141, MORTON MEADOWS PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-34-157-010-0000

Property Address: 359 North Star Crest Drive, Salt Lake City, UT 84116

PARCEL 117:

Lot 407, MAJESTIC GROVE PLAT "D", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-203-017.

Property Address: 3610 South Centennial Road, Magna UT 84044

PARCEL 118:

BEGINNING 90 feet South of the Northeast Corner of Lot 8, Block 77, of Plat "C", Salt Lake City Survey; and running thence South 40 feet; thence West 9 rods; thence North 40 feet; thence East 9 rods to the point of beginning.

Parcel Identification No. 08-35-182-015.

Property Address: 367 North 1000 West, Salt Lake City UT 84116

PARCEL 119:

Lot 47, CENTENNIAL VILLAGE NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-280-002.

Property Address: 3709 South Hancock Road, Magna UT 84044

PARCEL 120:

Lot 22, CHAPARRAL WEST PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-151-026.

Property Address: 3717 South Buckaroo Circle, Magna UT 84044

PARCEL 121:

Lot 51, CENTENNIAL VILLAGE NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-252-015.

Property Address: 3720 South Franklin Road, Magna UT 84044

PARCEL 122:

BEGINNING at the Northeast corner of Lot 10, SUNNYVALE HEIGHTS NO. 6, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, and running thence South 32°46'00" East 72.80 feet; thence South 59°36'25" West 118.06 feet; thence Northerly along the arc of a curve to the left (radius 720.87 feet; bearing to center South 59°36'25" West) 27.52 feet to a point of reverse curve; thence Northerly along the arc of said curve to the right (radius 650.87 feet bearing North 57°25'11" East) 49.69 feet; thence North 61°47'37" East 115.67 feet to the point of beginning.

Parcel Identification No. 15-31-176-011.

Property Address: 3745 South Atlas Way, West Valley City UT 84120

PARCEL 123:

Lot 75, CENTENNIAL VILLAGE NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-255-013

Property Address: 3782 South Franklin Road, Magna UT 84044

PARCEL 124:

Lot 7, SUNNYVALE HEIGHTS NO. 11, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

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Parcel Identification No. 15-31-329-005.

Property Address: 3817 South Lorna Drive, West Valley City, UT 84120

PARCEL 125:

All of Lot 99, SCOTTSDALE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-29-307-011.

Property Address: 3817 West 3200 South, West Valley City UT 84120

PARCEL 126:

Lot 15, HORIZON PHASE I SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-17-303-020.

Property Address: 3874 West Vixen Way, Taylorsville UT 84129

PARCEL 127:

LOT 58, SCOTTSDALE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 15-29-308-009-0000

Property Address: 3883 West 3240 South, West Valley City, UT 84120

PARCEL 128:

Lot 19, SUNDOWN NO. 5 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-31-304-008.

Property Address: 3919 South 4620 West, West Valley City UT 84120

PARCEL 129:

Lot 35, HORIZON PHASE 1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-17-305-006.

Property Address: 3939 West Vixen Way, Taylorsville UT 84118

PARCEL 130:

Lot 203, ROCHELLE PARK NO. 2 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-35-326-051.

Property Address: 3947 South Chatterleigh Road, West Valley City UT 84128

PARCEL 131:

Lot 36, Block 125, HOFFMAN HEIGHTS #23, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-427-029.

Property Address: 4068 West 5050 South, Salt Lake City UT 84118

PARCEL 132:

Lot 316, CENTRAL PARK ESTATES NO. 3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-31-280-002.

Property Address: 4091 West Omega Way, West Valley City UT 84120

PARCEL 134:

Lot 11, HUNTER HILLS NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-01-202-018.

Property Address: 4178 South Holder Drive, West Valley City UT 84120

PARCEL 135:

LOTS 7 AND 8, BLOCK 6, OAKLEY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-35-156-042-0000

Property Address: 421 North 1200 West, Salt Lake City, UT 84116

PARCEL 136:

Lot 415, BROOKFIELD SUBDIVISION PHASE IV, according to the official plat thereof, as recorded in the office of the Salt-Lake County Recorder.

Parcel Identification No. 20-03-228-020.

Property Address: 4247 South 6440 West, West Valley City UT 84128

PARCEL 137:

LOT 60, FAIRFIELD ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-34-277-008-0000

Property Address: 426 North 1400 West, Salt Lake City, UT 84116

PARCEL 138:

LOT 241, APOLLO HILLS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 20-02-152-011-0000

Property Address: 4289 South 6220 West, West Valley City, UT 84128

PARCEL 139:

Lot 810, VALLEY DOWN NO. 8, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-30-253-016.

Property Address: 4304 West Cortney Place, West Valley City, UT 84120

PARCEL 140:

Lot 203, COWAN WEST VALLEY ESTATES SUBDIVISION PHASE 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-31-452-018.

Property Address: 4308 West Volta Avenue, West Valley City UT 84120

PARCEL 141:

Lot 89, in Block 90-A, HOFFMAN HEIGHTS #17 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-206-007.

Property Address: 4311 West 4835 South, Kearns UT 84118

PARCEL 142:

LOT 56, PARAMOUNT PARK NO. 7, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel No. 21-18-405-009-0000

Property Address: 4319 West Tidwell Street, Salt Lake City, UT 84118

PARCEL 143:

Lot 27, Block 80, HOFFMAN HEIGHTS # 13, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-251-018.

Property Address: 4330 West 5655 South, Salt Lake City UT 84118

PARCEL 144:

Lot 971, CHERRYWOOD VILLAGE NO. 9, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-01-254-009.

Property Address: 4332 South Rose Blossom Street, West Valley City UT 84120

PARCEL 145:

Lot 17, Block 43, KEARNS TOWNSITE PLAT "5", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-452-006.

Property Address: 4341 West 5255 South, Salt Lake City UT 84118

PARCEL 146:

Lot 21, in Block 3, S1 - E3, KEARNS TOWNSITE PLAT "1", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-206-005.

Property Address: 4349 West 5570 South, Kearns UT 84118

PARCEL 147:

Lot 212, MORTON MEADOWS PLAT "G", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-176-008.

Property Address: 436 North Star Crest Drive, Salt Lake City UT 84116

PARCEL 148:

Lot 51, PARAMOUNT PARK NO. 7, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-405-004.

Property Address: 4369 West Tidwell Street, Kearns UT 84118

PARCEL 149:

All of Lot 339, WOODLEDGE NO. 3 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-01-179-024.

Property Address: 4372 South Wormwood Drive, West Valley City UT 84120

PARCEL 150:

The South 2.5 feet of Lot 38, all of Lot 39 and the North one-half of Lot 40, Block 8, CITY PARK SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-336-026.

Property Address: 438 South 1000 West, Salt Lake City UT 84104

PARCEL 151:

Lot 21, MEADOWBROOK FARMS NO. 8, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-03-283-001.

Property Address: 4381 South Ebony Avenue, Taylorsville UT 84123

PARCEL 152:

BEGINNING at the Southwest corner of Lot 4, Block 80, Plat "C", Salt Lake City Survey, and running thence North 40 feet; thence East 9 rods; thence South 40 feet; thence West 9 rods to the point of beginning.

Parcel Identification No. 08-35-179-014.

Property Address: 442 North 1100 West, Salt Lake City UT 84116

PARCEL 153:

Lot 38, MEADOWBROOK FARMS NO. 8, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

ALSO: BEGINNING at the Southwest Corner of Lot 38, Meadowbrook Farms No. 8; and running thence North 18°04'14" West 55.984 feet; thence North 64° East 19.321 feet to the Northwest corner of said Lot 38; thence South along the West side of said Lot 38, 61.692 feet to the point of beginning.

Parcel Identification No. 21-03-429-010.

Property Address: 4424 South Thornwood Avenue, Taylorsville UT 84123

PARCEL 154:

Lot 105, Block 17, HOFFMAN HEIGHTS #4 EXTENDED, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-333-021.

Property Address: 4440 West 5135 South, Salt Lake City UT 84118

PARCEL 155:

Lot 65, Block 4, HOFFMAN HEIGHTS #2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-137-016.

Property Address: 4470 West 4865 South, Salt Lake City UT 84118

PARCEL 156:

Lot 101, SPRING VALLEY SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-04-477-005.

Property Address: 4539 South Edgeware Lane, Taylorsville UT 84129

PARCEL 157:

Lot 8, Block 30, KEARNS TOWNSITE PLAT "3", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-131-016.

Property Address: 4546 West 5570 South, Kearns UT 84067

PARCEL 158:

Lot 203, Block 84-A, HOFFMAN HEIGHTS #13, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-179-004.

Property Address: 4551 West 5780 South, Salt Lake City UT 84118

PARCEL 159:

Lot 90, SPRING VALLEY SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-04-477-021.

Property Address: 4584 South Knightsbridge Road, Taylorsville UT 84129

PARCEL 160:

Lot 150, MORTON MEADOWS PLAT "D" SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-153-017.

Property Address: 459 North Star Crest Drive, Salt Lake City UT 84116

PARCEL 161:

Lot 125, Block 11, HOFFMAN HEIGHTS NO. 3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-180-002.

Property Address: 4595 West 4985 South, Salt Lake City UT 84118

PARCEL 162:

Lot 7, in Block 3, HOFFMAN HEIGHTS #1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-127-002.

Property Address: 4605 West 4715 South, Kearns UT 84118

PARCEL 163:

Lot 49, HARRISONWOOD ESTATES NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-05-453-013.

Property Address: 4621 South Harrisonwood Circle, West Valley City UT 84119

PARCEL 164:

LOT 14, MEADOW VIEW NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 21-18-328-030-0000

Property Address: 4626 West Twilight Drive, Salt Lake City, UT 84118

PARCEL 165:

Lot 30, Block 55, HOFFMAN HEIGHTS NO. 19, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-358-012.

Property Address: 4645 West Mildred Street, Salt Lake City UT 84118

PARCEL 166:

Lot 501, ACADEMY PARK #5 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-06-351-012.

Property Address: 4668 West Westpoint Drive, West Valley City UT 84120

PARCEL 167:

Lot 34, Block 2, ACADEMY PARK #1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-06-460-008.

Property Address: 4675 South Vassar Street, West Valley City UT 84120

PARCEL 168:

Lot 45, Block 55A, HOFFMAN HEIGHTS #19 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-356-005.

Property Address: 4683 West Caplan Street, Salt Lake City UT 84118

PARCEL 169:

Lot 136, Block 27, HOFFMAN HEIGHTS #5 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-303-004.

Property Address: 4765 West 5055 South, Salt Lake City UT 84118

PARCEL 170:

Lot 26, Block 4A, HOFFMAN HEIGHTS NO. 2 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-134-008.

Property Address: 4766 South 4420 West, Salt Lake City, UT 84118

PARCEL 171:

Lot 105, in Block 26, HOFFMAN HEIGHTS #5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-304-001.

Property Address: 4795 West 5100 South, Salt Lake City, UT 84118

PARCEL 172:

Lot 373, WESTVIEW TERRACE NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-105-002.

Property Address: 4821 South Heath Avenue, Salt Lake City UT 84118

PARCEL 173:

LOT 64, BLOCK 3B, HOFFMAN HEIGHTS NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 21-07-130-006-0000

Property Address: 4825 South 4580 West, Salt Lake City, UT 84118

PARCEL 174:

Lot 47, in Block 2, HOFFMAN HEIGHTS #1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-111-003.

Property Address: 4827 South 4720 West, Kearns UT 84118

PARCEL 175:

Lot 374, WESTVIEW TERRACE NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-105-003.

Property Address: 4831 South Heath Avenue, Kearns UT 84118

PARCEL 176:

Lot 78, Block 51, HOFFMAN HEIGHTS NO. 20 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-431-007.

Property Address: 4839 West 5055 South, Salt Lake City UT 84118

PARCEL 177:

Lot 31, Block 89, HOFFMAN HEIGHTS #17 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-139-012.

Property Address: 4841 South 4420 West, Salt Lake City UT 84118

PARCEL 178:

Lot 187-D, Block 124, HOFFMAN HEIGHTS #21 SUBDIVISION AMENDED BLOCKS 122 & 124, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-479-017.

Property Address: 4844 West 5400 South, Salt Lake City UT 84118

PARCEL 179:

Lot 214, in Block 40, HOFFMAN HEIGHTS #6 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-228-007.

Property Address: 4850 South 4900 West, Kearns UT 84118

PARCEL 180:

LOT 68, BLOCK 4, HOFFMAN HEIGHTS #2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 21-07-137-019-0000

Property Address: 4856 South 4420 West, Salt Lake City, Utah 84118

PARCEL 181:

Lot 160, in Block 12, HOFFMAN HEIGHTS #3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-181-014.

Property Address: 4892 South 4420 West, Salt Lake City, UT 84118

PARCEL 182:

Lot 154, Block 92, HOFFMAN HEIGHTS #14 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-252-019.

Property Address: 4908 South 4340 West, Kearns UT 84118

PARCEL 183:

Lot 136, Block 45, HOFFMAN HEIGHTS #7, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-276-008.

Property Address: 4911 South 5020 West, Salt Lake City UT 84118

PARCEL 184:

Lot 47, Block 42, HOFFMAN HEIGHTS NO. 7, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-279-010.

Property Address: 4945 South 4900 West, Salt Lake City UT 84118

PARCEL 185:

Lot 159, Block 92, HOFFMAN HEIGHTS #14 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-252-024.

Property Address: 4950 South 4340 West, Salt Lake City UT 84118

PARCEL 186:

Lot 72, Block 43, HOFFMAN HEIGHTS #7, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-278-013.

Property Address: 4971 South 4940 West, Salt Lake City UT 84118

PARCEL 187:

Lot 42, in Block 42, HOFFMAN HEIGHTS #7 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-279-028.

Property Address: 4980 South 4860 West, Kearns UT 84118

PARCEL 188:

LOT 631, CHERRYWOOD VILLAGE NUMBER 6 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 20-01-427-001-0000

Property Address: 4989 West Cherrywood Lane, West Valley City, UT 84120

PARCEL 189:

Lot 208, in Block 94, HOFFMAN HEIGHTS #14 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-184-001.

Property Address: 4995 South 4420 West, Kearns UT 84118

PARCEL 190:

LOT 103, JORDAN HIGHLANDS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 20-36-455-017-0000

Property Address: 5012 West Gaskill Way, West Jordan, UT 84088

PARCEL 191:

Lot 7, BEST VIEW NO. 9, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-10-303-002.

Property Address: 5031 South Galileo Lane, Taylorsville UT 84129

PARCEL 192:

Lot 55, MOUNTAIN MEN ESTATES NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-304-002.

Property Address: 5039 South 5450 West, Salt Lake City UT 84118

PARCEL 193:

Lot 106, Block 114, HOFFMAN HEIGHTS #21, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-453-011.

Property Address: 5110 West 5320 South, Salt Lake City UT 84118

PARCEL 194:

Lot 219, INDIAN VILLAGE SOUTH SUBDIVISION #5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-08-453-019.

Property Address: 5238 South Ridgecrest Drive, Taylorsville UT 84129

PARCEL 195:

BEGINNING 5 rods South from the Northeast Corner of Lot 1, Block 85, Plat "C", Salt Lake City Survey; and running thence South 46.5 feet; thence West 165 feet; thence North 46.5 feet; thence East 165 feet to the point of beginning.

Parcel Identification No. 08-36-103-009.

Property Address: 525 North 600 West, Salt Lake City UT 84116

PARCEL 196:

Lot 112, "TWINS OF ARDEN" PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-351-023.

Property Address: 5254 South Kemp Drive, Salt Lake City UT 84118

PARCEL 197:

Lot 331, REDWOOD VILLA SUBDIVISION NO. 3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-10-376-027.

Property Address: 5268 South Champagne Avenue, Taylorsville UT 84129

PARCEL 198:

LOT 543, VALLEY VIEW PARK NUMBER 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 20-13-177-036-0000

Property Address: 5268 West Dewflower Circle, Salt Lake City, UT 84118

PARCEL 199:

Lot 5, MEADOW BROOK SUBDIVISION, a subdivision of a part of Lot 4 and 15, Block 30, Ten Acre Plat "A", Big Field Survey, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-30-279-033.

Property Address: 529 East 3065 South, South Salt Lake UT 84106

PARCEL 200:

Lot 223, DUBLIN TOWN NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-376-017.

Property Address: 5300 West 5240 South, Kearns UT 84118

PARCEL 201:

Lot 14, MERRY LANE SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-25-377-003.

Property Address: 5306 West Hunter Drive, West Valley City UT 84120

PARCEL 202:

Lot 137, POLARIS GARDENS PLAT "B", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-354-011.

Property Address: 5334 South 5495 West, Salt Lake City UT 84118

PARCEL 203:

Lot 321, Block 63, HOFFMAN HEIGHTS NO. 9, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-07-382-014.

Property Address: 5350 South 4420 West, Salt Lake City UT 84118

PARCEL 204:

Lot 14, POLARIS GARDENS PLAT "A", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-378-015.

Property Address: 5351 South 5420 West, Salt Lake City, UT 84118

PARCEL 205:

The South 50 feet of Lots 21, 22, 23 and 24, Block 15, JORDAN PLACE SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-351-015.

Property Address: 537 South Navajo Street, Salt Lake City UT 84104

PARCEL 206:

Lot 21, SPRINGBROOK, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-01-105-012.

Property Address: 5437 West Peggy Lane, West Valley City UT 84120

PARCEL 207:

Lot 4, in Block 8, S1 - E3, KEARNS TOWNSITE PLAT 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-207-011.

Property Address: 5462 South 4270 West, Kearns UT 84118

PARCEL 208:

Lot 9, CREEKVIEW SUBDIVISION PLAT "A", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

LESS AND EXCEPTING therefrom the following described property: BEGINNING at the Southeast corner of said Lot 9, and running thence Northerly along the arc of a 50 foot radius curve to the right 1.78 feet (central angle 2°02'23" chord bears North 2°38'26" East 1.78 feet); thence North 88°18'11" West 38.412 feet; thence South 89°46'01" West 52.877 feet to the Southwest corner of said Lot 9; thence South 88°18'11" East 91.23 feet to the point of beginning.

Parcel Identification No. 20-12-181-024.

Property Address: 5465 West Westslope Drive, Kearns UT 84118

PARCEL 209:

The North 24 feet of Lot 20, All of Lot 21, and the South 13 feet of Lot 22, in Block 1, HOME SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-35-134-006.

Property Address: 548 North Marion Street, Salt Lake City UT 84116

PARCEL 210:

Lot 1226, OQUIRRH SHADOWS PHASE 12, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-24-304-007.

Property Address: 5483 West Saguaro Drive, West Jordan UT 84081

PARCEL 211:

Lot 380, WESTVIEW TERRACE NO. 5, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-12-151-030.

Property Address: 5489 West Heath Avenue, Salt Lake City UT 84118

PARCEL 212:

Lot 19, SPURRIER SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-13-227-030.

Property Address: 5534 South Spurrier Road, Murray UT 84107

PARCEL 213:

Lot 330, MORTON MEADOWS PLAT "L", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-34-131-036.

Property Address: 556 North New Star Drive, Salt Lake City UT 84116

PARCEL 214:

LOT 21, WALNUT RIDGE PLAT A SUB-DIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 20-14-479-024-0000

Property Address: 5651 West Walnut View Circle, Salt Lake City, UT 84118

PARCEL 215:

Part of Lots 11 and 12, of Glendale Park Plat "A" Survey, according to the official plat thereof: BEGINNING at a point 561 feet South and 231 feet West of the Northeast Corner of Lot 12, aforesaid, and running thence West 165 feet, to a 4 rod street; thence South 66 feet; thence East 165 feet; thence North 66 feet to the point of beginning.

Parcel Identification No. 15-03-452-009.

Property Address: 569 South Montgomery Street, Salt Lake City UT 84104

PARCEL 216:

Lot 345, PARK RIDGE SUBDIVISION, PHASE 3, PLAT 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-13-335-005.

Property Address: 5833 South Impressions Drive, Salt Lake City UT 84118

PARCEL 217:

Lot 21, PARK MEADOWS SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 16-31-227-005.

Property Address: 584 East Scott Avenue, South Salt Lake UT 84106

PARCEL 218:

Lot 328, THE HORIZON PHASE 3, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-17-303-039.

Property Address: 5899 South Azure Meadow Drive, Taylorsville UT 84129

PARCEL 219:

Lot 110, MEADOW VIEW NO. 2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 21-18-328-007.

Property Address: 5915 South Salem Avenue, Salt Lake City UT 84118

PARCEL 220:

Lots 79 and 80, POPLAR PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-356-001.

Property Address: 603 South 1300 West, Salt Lake City UT 84104

PARCEL 221:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 92, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 65 FEET; THENCE SOUTH 60 FEET; THENCE EAST 95.65 FEET; THENCE NORTH 60 FEET; THENCE WEST 30.65 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 08-35-130-022-0000

Property Address: 615 North American Beauty Drive, Salt Lake City, UT 84116

PARCEL 222:

BEGINNING at a point which is 17 rods North and 2 rods West from the Southeast Corner of Lot 13, GLENDALE PARK PLAT "A"; and running thence West 156.5 feet; thence South 58 feet; thence East 156.5 feet; thence North 58 feet to the point of beginning.

Parcel Identification No. 15-03-454-024.

Property Address: 622 South Cheyenne Street, Salt Lake City UT 84104

PARCEL 223:

Lot 3, TEASEL DOWNS NO. 1, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-26-353-013.

Property Address: 6366 West 3380 South, West Valley City, UT 84128

PARCEL 224:

BEGINNING 156 feet North from the Southeast corner of Lot 8, Block 92, Plat "C", Salt Lake City Survey; thence West 128 feet; thence North 50 feet; thence East 158.65 feet; thence South 50 feet; thence West 30.65 feet to the point of beginning.

Parcel Identification No. 08-35-130-018.

Property Address: 641 North American Beauty Drive, Salt Lake City UT 84116

PARCEL 225:

Lots 35 & 36, POPLAR PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-357-007.

Property Address: 641 South Concord Street, Salt Lake City UT 84104

PARCEL 226:

Lots 33 & 34, POPLAR PLACE, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-02-357-008.

Property Address: 647 South Concord Street, Salt Lake City UT 84104

PARCEL 227

Lot 35, OQUIRRH SHADOWS NO. 8, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 20-24-255-046.

Property Address: 6556 South 5055 West, West Jordan UT 84081

PARCEL 228:

Lots 13 and 14, inclusive, Block 2, JOHNSON'S STATE STREET ADDITION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH one-half of the vacated alley abutting on the South.

Parcel Identification No. 16-30-104-008.

Property Address: 68 East Louise Avenue, South Salt Lake UT 84115

PARCEL 229:

Lot 12, in Block 12, ROSE PARK PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-452-011.

Property Address: 723 North Pearl Harbor Street, Salt Lake City UT 84116

PARCEL 230:

LOT 310, CANYON WEST NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 14-33-476-009-0000

Property Address: 7303 West 3960 South, Magna, UT 84044

PARCEL 231:

Lot 125, CENTENNIAL VILLAGE NO. 1 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-253-015.

Property Address: 7443 West Madison Circle, Magna UT 84044

PARCEL 232:

Lot 64, CENTENNIAL VILLAGE #2, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-33-252-018.

Property Address: 7564 West Washington Road, Magna UT 84044

PARCEL 233:

LOT 106, CHAPARRAL WEST PLAT "A", AMENDED NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 14-33-180-065-0000

Property Address: 7615 West Jefferson Road, Magna, UT 84044

PARCEL 234:

THE SOUTH 3.50 FEET OF LOT 15, ALL OF LOT 16 AND THE NORTH 20.50 FEET OF LOT 17, BLOCK 2, CONE & ROBERTS ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOGETHER WITH ONE-HALF VACATED ALLEY ABUTTING ON THE WEST.

Tax Parcel No. 08-27-479-027-0000

Property Address: 763 North Colorado Street, Salt Lake City, UT 84116

PARCEL 235:

Lot 29, WHITE CITY NO. 6 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 28-08-355-017

Property Address: 795 East Geranium Street, Sandy UT 84094

PARCEL 236:

Lot 133, CYPRUS HEIGHTS SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 14-28-351-017.

Property Address: 7976 West Sharon Drive, Magna UT 84044

PARCEL 237:

BEGINNING at the Southeast corner of Lot 69, Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°27' West 109.5 feet; thence North 0°07' West 95.5 feet; thence South89°27' East 109.5 feet; thence South 0°07' East 95.5 feet to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within the streets.

Parcel Identification No. 21-36-102-055.

Property Address: 7994 South Allen Street, Midvale UT 84047

PARCEL 238:

Lot 25, in Block 7, ROSE PARK PLAT C, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-330-026.

Property Address: 861 North American Beauty Drive, Salt Lake City UT 84116

PARCEL 239:

Commencing 10.6 rods North and 8 rods East from the Southwest corner of Lot 5, Block 8, 5 Acre Plat B, Big Field Survey, running thence East 4 rods; thence North 8 rods; thence West 4 rods; thence South 8 rods to beginning.

Parcel Identification No. 15-11-455-017.

Property Address: 863 West Fremont Avenue, Salt Lake City UT 84104

PARCEL 240:

LOT 28, BLOCK 9, ROSE PARK PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Tax Parcel No. 08-26-328-011-0000

Property Address: 871 North Lafayette Drive, Salt Lake City, UT 84116

PARCEL 241:

The North Half of Lots 1 thru 4, inclusive, Block 70, SANDY STATION PLAT, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 28-06-138-004.

Property Address: 8782 South 220 East, Sandy UT 84070

PARCEL 242:

BEGINNING at a point East 1,638.5 feet South 0°52' East 1,827.4 feet and South 88°53' West 130 feet from the Northwest corner of the Northeast Quarter of Section 30, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 88°53' West 56 feet; thence North 0°52' West 98 feet; thence North 88°53' East 56 feet; thence South 0°52' East 98 feet to the point of beginning.

Parcel Identification No. 14-30-276-031.

Property Address: 8972 West 3000 South, Magna UT 84044

PARCEL 243:

LOTS 23 AND 24, BLOCK 1, KABIS AND MYERS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH ONE HALF OF VACATED ALLEY ABUTTING ON THE EAST. ALSO: BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, KABIS AND MYERS SUBDIVISION, AND RUNNING THENCE SOUTH 5 FEET; THENCE EAST 148.5 FEET; THENCE NORTH 5 FEET; THENCE WEST 148.5 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION BEING THE NORTH FIVE FEET OF THE NORTH ONE-HALF OF VACATED EIGHTH NORTH STREET (NOW KNOWN AS NINTH NORTH STREET)

Tax Parcel No. 08-26-301-042-0000

Property Address: 904 North Colorado Street, Salt Lake City, UT 84116

PARCEL 244:

BEGINNING 159.75 feet West and 309.93 feet South of the Southeast corner of Block 4, Plat "C", Salt Lake City Survey, and running thence West 50 feet; thence North 100 feet; thence East 50 feet; thence South 100 feet to the point of beginning.

Parcel Identification No. 15-11-258-008.

Property Address: 940 West Montague Avenue, Salt Lake City UT 84104

PARCEL 245:

Lot 18, WHITE CITY NO. 21 SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 28-08-201-003.

Property Address: 9434 South Barium Street, Sandy UT 84094

PARCEL 246:

LOTS 23 AND 24, BLOCK 21, OAKLEY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOGETHER WITH THE WEST 8.50 FEET OF THE VACATED ALLEY ABUTTING THE ABOVE DESCRIBED PROPERTY ON THE EAST.

Tax Parcel No. 08-27-430-002-0000

Property Address: 944 North 1400 West, Salt Lake City, UT 84116

PARCEL 247:

Lot 10, Block 13, ROSE PARK PLAT A, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 08-26-453-003.

Property Address: 947 West Prosperity Avenue, Salt Lake City UT 84116

PARCEL 248:

Lot 2, Block 4, GLENDALE GARDENS PLAT "E", according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-282-006.

Property Address: 948 South 1500 West, Salt Lake City UT 84104

PARCEL 249:

The East 48 feet of Lots 9 thru 12, inclusive, Block 7, FIRST BURLINGTON ADDITION TO GLENDALE PARK, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-285-013.

Property Address: 974 South Navajo Street, Salt Lake City UT 84104

PARCEL 250:

The East 77 feet of Lots 9, 10, 11 and 12, inclusive, in Block 9, FIRST BURLINGTON ADDITION TO GLENDALE PARK, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Parcel Identification No. 15-10-283-013.

Property Address: 974 South Pueblo Street, Salt Lake City UT 84104

PARCEL 251:

BEGINNING at the Northeast Corner of Lot 12, Block 24, OAKLEY, a subdivision according to the official plat thereof, and running thence West 76.5 feet; thence South 76 feet; thence East 76.5 feet; thence North 76 feet to the beginning.

Parcel Identification No. 08-27-426-004.

Property Address: 983 North 1500 West, Salt Lake City UT 84116