



W3188294

When recorded return to:
Utah Certified Development Company
5333 South Adams Ave, Ste B
Ogden UT 84405

E# 3188294 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
04-Oct-21 0418 PM FEE \$40.00 DEP DAC
REC FOR: FIRST AMERICAN TITLE INSURANCE COI
ELECTRONICALLY RECORDED

File Name: Rocky Mountain Dental & Surgical Center Inc.
Loan #: 1336469102

NCS-1090509-JT
TAX ID: 19-121-0001

**TRUST DEED
With Assignment of Rents**

This TRUST DEED, made this 29th day of September, 2021, between Rubicon Holdings L.L.C., 2703 North Parkland Boulevard, Pleasant View, UT 84404-6900, as TRUSTOR, U.S. Small Business Administration, as TRUSTEE, and Utah Certified Development Company, as BENEFICIARY, and

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property ("the property"), situated in Weber County, State of Utah:

See Attached Exhibit "A"

Together with all buildings, fixtures and improvements thereon and all tenements, hereditaments, rights-of-way, easements, rents, issues, profits, income, appendages, privileges and appurtenances thereto belonging or in any way appertaining, including without limitation all of the right, title, and interest of Trustor in, and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that Property, all rights to water, water stock, drains, drainage and air rights relating to that Property and all claims or demands of Trustor either in law or in equity in possession or expectancy of, in and to the Property, and all buildings, structures, and other improvements now or hereafter erected on the Property, and all facilities, fixtures, apparatus, and installations thereunto belonging, now or hereafter used or enjoyed with said Property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of all loans, advances, indebtedness, now or hereafter arising pursuant to or otherwise related or connected to that Promissory Note, of even date herewith, made by Trustor, as Maker to Beneficiary in the principal sum of \$212,000.00 together with interest and expenses, as therein provided and payable to the order of Beneficiary at the times, and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications, and future advances thereof or thereunder; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting specifically that they are secured by this Trust Deed; (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, the above described Promissory Note, or other promissory note or notes, together with interest thereon as provided herein or in such other documents.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any new building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary.

- (a) Beneficiary or its representative is hereby authorized to enter upon and inspect the Trust Deed Property at all reasonable times.
- (b) Trustor will perform and comply promptly with, and cause the Trust Deed Property to be maintained, used and operated in accordance with, any and all (i) present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental or quasi-governmental authority or agency applicable to Trustor or the Trust Deed Property, including without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus; (ii) similarly applicable orders, rules and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization or other body exercising similar functions; (iii) similarly applicable duties or obligations of any kind imposed under any Permitted Exception, or otherwise by law, covenant, condition, agreement or easement, public or private; and (iv) policies of insurances at any time in force with respect to the Trust Deed Property. If Trustor receives any notice that Trustor or the Trust Deed Property is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, Trustor will promptly furnish a copy of such notice to Beneficiary.
- (c) Trustor represents and warrants that no Hazardous Materials exist on, under or about the Trust Deed Property or to the best of Trustor's knowledge after diligent inquiry has been transported to or from the Trust Deed Property or used, generated, manufactured, stored or disposed of on, under or about the Trust Deed Property, and the Trust Deed Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or the environmental conditions on, under or about the Trust Deed Property, including, without limitation, soil and groundwater conditions. Hazardous Materials shall include: (i) oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which pose a hazard to the Trust Deed Property or to persons on or about the Trust Deed Property, cause the Trust Deed Property to be in violation of any local, state or federal law or regulation, or are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances", or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. paragraph 9601, et seq.; (2) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. paragraph 1801, et seq.; (3) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. paragraph 6901, et seq.; (4) and in the regulations adopted and publications promulgated pursuant to said laws; (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Trust Deed Property or the owners and/or occupants of property adjacent to or surrounding the Trust Deed Property.
- (d) Trustor shall, at its sole cost and expense, prevent the imposition of any liens against the Trust Deed Property for the cleanup of any Hazardous Material, and shall comply and cause (A) all tenants under any lease or occupancy agreement affecting any portion of the Trust Deed Property and (B) any other person or entity on or occupying the Trust Deed Property, to comply with all federal, state and local laws, regulations, rules, ordinances and policies concerning the environment, health and safety and relating to the use, handling, production, disposal, discharge and storage of Hazardous Materials in or on the Trust Deed Property. Without limiting the generality of the foregoing, Trustor represents, covenants and agrees that the Trust Deed Property does not and will not contain any Hazardous Materials. Trustor hereby grants to Beneficiary its agents, employees, consultants and contractors an irrevocable license to enter upon the Property and to perform such tests on the Property as are reasonably necessary to conduct such investigation and/or review.
- (e) Trustor shall promptly take any and all necessary remedial action in response to the presence, storage, use, disposal, transportation or discharge of any Hazardous Materials on, under or about the Trust Deed Property; provided, however, that Trustor shall not, without Beneficiary's prior written consent, take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Trust Deed Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims, proceedings,

lawsuits or actions, completed or threatened pursuant to any Hazardous Materials laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of Beneficiary's security hereunder; Beneficiary's prior consent shall not, however, be necessary in the event that the presence of Hazardous Materials on, under, or about the Trust Deed Property either (i) poses an immediate threat to the health, safety or welfare of any individual or (ii) is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Beneficiary's consent prior to undertaking such action. In the event Trustor undertakes any remedial action with respect to any Hazardous Materials on, under or about the Trust Deed Property, Trustor shall immediately notify Beneficiary of any such remedial action, and shall conduct and complete such remedial action (x) in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies, (y) to the satisfaction of Beneficiary, and (z) in accordance with the orders and directives of all federal, state and local governmental authorities.

(f) Trustor shall protect, indemnify and hold Beneficiary, its directors, officers, employees and agents, and any successors to the Beneficiary's interest in the Trust Deed Property, and any other person or entity who acquires any portion of the Trust Deed Property at a foreclosure sale, by the receipt of a deed in lieu of foreclosure, or otherwise through the exercise of Beneficiary's rights and remedies under the Loan Documents, and any successors to any such other person or entity, and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, attorneys fees and costs and expenses of investigation) which arise out of or relate in any way to any use, handling, production, transportation, disposal or storage of any Hazardous Materials in or on the Trust Deed Property whether by Trustor or any tenant or any other person or entity, including, without limitation, (x) all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of the use, generation, storage, discharge or disposal of Hazardous Materials by Trustor, or any person or entity on or about the Property, and (y) the costs of any required or necessary repair, cleanup, or detoxification of the Trust Deed Property and the preparation of any closure or other required plans (all such costs, damages, and expenses referred to in this paragraph hereinafter referred to as "Expenses"). In addition, Trustor agrees that in the event any Hazardous Material is caused to be removed from the Trust Deed Property, Beneficiary or any other person or entity, the number assigned by the Environmental Protection Agency to such Hazardous Material shall be solely in the name of Trustor and Trustor shall assume any and all liability for such removed Hazardous Material. In the event Beneficiary pays any Expenses, such Expenses shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate. This indemnification shall terminate upon full payment and satisfaction of the Note secured by this Trust Deed and full payment of all expenses incurred by Beneficiary with respect to cleanup of Hazardous Materials prior to full payment of the Note.

(g) In the event that Trustor shall fail to timely comply with the provisions of this Paragraph, Beneficiary may either (x) declare that an event of default shall have occurred, and/or (y) in addition to any rights granted to Beneficiary hereunder, do or cause to be done whatever is necessary to cause the Trust Deed Property to comply with the applicable law, rule, regulation or order, and the cost thereof shall be additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the default rate. Trustor shall give to Beneficiary and its agents and employees access to the Trust Deed Property for the purpose of effecting such compliance and hereby specifically grants to Beneficiary irreparable harm to the environment (x) immediately, if, in the opinion of Beneficiary, irreparable harm to the environment, the Trust Deed Property, or persons or material amounts of property is imminent, or (y) otherwise, upon expiration of the applicable cure period, to do whatever necessary to cause the Trust Deed Property to so comply, including, without limitation, to enter the Trust Deed Property and remove therefrom any Hazardous Materials. Trustor shall pay or reimburse Beneficiary for any and all loss, cost, damage and expense (including, without limitation, attorneys, fees and costs incurred in the investigation, defense and settlement of claims) that Beneficiary may incur as a result of or in connection with the assertion against Beneficiary of any claims relating to the presence or removal of any Hazardous Material, or compliance with any federal, state or local laws, rules, regulations or order relating thereto, and the amount(s) thereof shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the default rate.

(h) If any work required to be performed under this Paragraph involves an estimated expenditure of more than five percent (5%) of the face amount of the Note secured hereby, no such work will be undertaken until plans and specifications therefore, prepared by an architect or engineer satisfactory to Beneficiary, have been submitted to and approved by Beneficiary.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon pursuant to the terms of this Trust Deed.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness and other obligations secured hereby are paid and performed in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, if applicable, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employment of counsel, and payment of reasonable counsel fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with Interest from date of expenditure at the rate specified in the said Promissory Note until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlements, in connection with such taking or damage. All such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness and payments secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Promissory Note for endorsement (in case of full reconveyance for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or change thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property; (f) take other or additional security for the payment thereof. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters of facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents and issue of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement of Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. DUE ON SALE – CONSENT BY BENEFICIARY. Beneficiary may, at Beneficiary's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Beneficiary's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of the Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property.

12. Upon default by Trustor hereunder, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

15. Time is of the essence hereof. Upon default by Trustor or Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or in the event a receiver or a trustee is appointed for Trustor, or Trustor's property, or Trustor makes an assignment for benefit of creditors, or Trustor becomes insolvent, or a petition is filed by or against Trustor pursuant to any of the United States Bankruptcy Acts, as amended, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy all obligations secured hereby, and Trustee shall file such notice for record in each

county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 18% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. Upon the occurrence of any default hereunder or under the provisions of the Promissory Note, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

18. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

19. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the Promissory Note and/or other note or notes secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Deed shall be construed, interpreted, and enforced in accordance with federal law, which law shall be governed by 13 C.F.R. ' 101.106. Trustor, and any guarantor of the note secured by this trust deed, shall not be entitled to claim or assert any local defense or immunity, including those found in Utah Code Annotated ' 57-1-32, to a deficiency action on the note secured hereby or an action on any guaranty thereof, even if this trust deed is foreclosed pursuant to Utah's trust deed statute. In the event the property covered by this trust deed is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument, the beneficiary will be entitled to a deficiency judgement for the amount of the deficiency without regard to appraisal or time elapsement.

The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

22. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Trustor:

Rubicon Holdings L.L.C.

By:

Ryker Jay Wells, Member

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

SS:

COUNTY OF WEBER)

On this 29th day of September, 2021, before me personally appeared **Ryker Jay Wells, Member** personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity for **Rubicon Holdings L.L.C.**, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Jaylene Derring
Notary Public

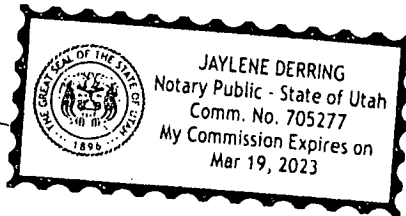


EXHIBIT "A"**REAL PROPERTY DESCRIPTION**

ALL OF LOT 1, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE WEBER COUNTY RECORDER AS ENTRY NO. 1549557 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED MAY 9, 2003 AS ENTRY NO. 1937642 IN BOOK 2365 AT PAGE 2122 AND IN THAT WARRANTY DEED RECORDED MAY 9, 2003 AS ENTRY NO. 1937644 IN BOOK 2365 AT PAGE 2145, BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 1 OF PARKLAND BUSINESS CENTER SUBDIVISION - PHASE 1, A SUBDIVISION IN THE SE1/4SW1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN A CURVE AT A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 28+57.65, WHICH POINT IS 124.27 FEET SOUTH 89°49'46" EAST FROM THE SOUTHWEST CORNER OF SAID LOT 1; AND RUNNING THENCE NORTHEASTERLY 34.98 FEET ALONG THE ARC OF A 8,143.82-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD BEARS NORTH 89°30'40" EAST FOR A DISTANCE OF 34.96 FEET) TO A POINT 55.00 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE; THENCE NORTH 36°06'24" EAST 42.88 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 89.52 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 1°03'50" WEST 9.79 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE BEGINNING OF A CURVE AT A POINT 79.74 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE; THENCE SOUTHWESTERLY 39.48 FEET ALONG THE ARC OF A 25.50-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS SOUTH 45°25'16" WEST FOR A DISTANCE OF 35.66 FEET) TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT 54.84 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 89°46'42" WEST 34.65 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICE MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°00'11" CLOCKWISE TO MATCH HIGHWAY BEARINGS.)