

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED AND TAX STATEMENTS TO:

MOUNTAIN AMERICA FEDERAL CREDIT UNION
Attn: Steven Call
7181 S. Campus View Drive
West Jordan, Utah 84084

**FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY**

Affects Parcel Id Nos. 39-207-0001
39-207-0002
39-207-0003
39-207-0004

**ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS AND INTERESTS**

This ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND INTERESTS ("Assignment and Assumption") is made effective this 9th day of September, 2011 (the "Effective Date") by and between ALPINE INVESTORS, L.L.C., a Nevada limited liability company, having a business address of 564 Wedge Lane in Fernley, Nevada 89408 ("Assignor") and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, having a business address of 7181 S. Campus View Drive in West Jordan, Utah 84084 ("Assignee").

RECITALS:

WHEREAS, Far West Bank, a Utah corporation ("Far West") was the original Declarant under the Declaration of Condominium of Farwest Bank Condominiums a Utah Office Condominium Project recorded on January 23, 2007 as Entry No. 11276:2007 in the official records of the Utah County Recorder, as amended; (the "Restrictive Covenants"); and

WHEREAS, Far West has assigned its Declarant rights and interests with respect to the Farwest Bank Condominiums at Utah Office Condominium Project to Assignor by way of a previous Assignment and Assumption agreement between Far West and Assignor (the "Agreement"); and

WHEREAS, Section 13.05 of the Restrictive Covenants states in part that, "All of the rights of Declarant (Assignor) under this Declaration may be assigned or transferred either by operation of law or through voluntary conveyance, transfer or assignment; and

WHEREAS, Assignor is the owner of the real property described in Exhibit "A" hereto (the "Property"), which interest Assignor is conveying, transferring, selling and assigning to Assignee concurrently herewith; and

WHEREAS, Assignor has now transferred and sold its interest in the Property to Assignee and now desires to assign all of its rights and interests, as of the Effective Date, as the Declarant under the Restrictive Covenants to Assignee.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are hereby acknowledged to be true and accurate and the same are hereby incorporated into and included as part of this Assignment and Assumption.
2. Defined Terms. The capitalized terms in this Assignment and Assumption shall have the meaning set forth in the Restrictive Covenants, unless herein expressly defined.
3. Assignment of Declarant's Rights. Assignor hereby now and forever assigns, transfers and conveys to Assignee all of Assignor's rights as the Declarant under the Restrictive Covenants from and after the Effective Date, such that from and after the Effective Date, Assignee shall be the Declarant under the Restrictive Covenants, including any amendments thereto.

4. Assumption. Assignee agrees to assume and be responsible for all the duties, obligations and responsibilities of the Declarant under the Restrictive Covenants from and after the Effective Date.

5. Indemnifications. Assignor hereby indemnifies Assignee and agrees to hold harmless and defend Assignee from and against any and all claims, causes of action, damages and attorney's fees pertaining to the actions of Assignor as Declarant under the Restrictive Covenants through and including up to the Effective Date. Assignee hereby indemnifies and agrees to hold harmless and defend Assignor from and against any and all claims, causes of action, damages and attorney's fees resulting from the acts of Assignee as the Declarant under the Restrictive Covenants from and after the Effective Date.

6. Rights of Assignee as Declarant. From and after the Effective Date, the rights of Assignee as Declarant under the Restrictive Covenants shall include any and all rights vested in the Declarant under the Restrictive Covenants, including but not limited to the following:

- a) the right to improve portions of the Property with such other or additional improvements, facilities, or landscaping;
- b) the right to park vehicles belonging to the employees and Owners of Unit A, Building 1, of the Project in parking spaces located Northwesterly and Southwesterly from Building 2;
- c) the right to be the sole banking operation conducted on the Property;
- d) the right to select two (2) of the three members of the Management Committee;

- e) the right to select replacement members of the Management Committee for vacated seats;
- f) the right to execute the voting rights vested in Assignee as Declarant under the Restrictive Covenants; and
- g) the right to use any and all easements and rights of way reserved or granted unto the Declarant under the Restrictive Covenants or identified on any plat map pertaining to the Project.

DATED as of the Effective Date set forth above.

ASSIGNOR:

ALPINE INVESTORS, L.L.C., a Nevada limited liability company

By: _____
Name: Raymond Horspool
Its: Manager

ASSIGNEE:

MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: _____
Name: Steven Call
Its: Vice President of Facilities

- e) the right to select replacement members of the Management Committee for vacated seats;
- f) the right to execute the voting rights vested in Assignee as Declarant under the Restrictive Covenants; and
- g) the right to use any and all easements and rights of way reserved or granted unto the Declarant under the Restrictive Covenants or identified on any plat map pertaining to the Project.

DATED as of the Effective Date set forth above.

ASSIGNOR:

ALPINE INVESTORS, L.L.C., a Nevada limited liability company

By: Raymond Horspool
Name: Raymond Horspool
Its: Manager

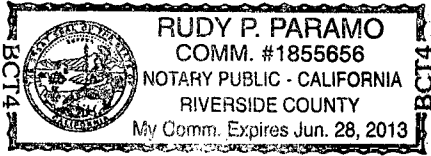
ASSIGNEE:

MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation

By: _____
Name: Steven Call
Its: Vice President of Facilities

STATE OF CALIFORNIA)
) SS.
COUNTY OF Riverside)

On this 15th day of September, 2011, personally appeared before me Raymond Horspool, whose identity is ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Manager of Alpine Investors, L.L.C., a Nevada limited liability company, and that said document was signed by him in behalf of said company by authority of its articles of organization, and said Raymond Horspool acknowledged to me that said company executed the same.



Rudy P. Paramo
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of September, 2011, personally appeared before me Raymond Horspool, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Manager of Alpine Investors, L.L.C., a Nevada limited liability company, and that said document was signed by him in behalf of said company by authority of its articles of organization, and said Raymond Horspool acknowledged to me that said company executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UT)

On this 15 day of September, 2011, personally appeared before me Steven Call, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the Vice President of Facilities of Mountain America Federal Credit Union, a Utah non-profit corporation, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and said Steven Call acknowledged to me that said corporation executed the same.

David M. Acor
NOTARY PUBLIC

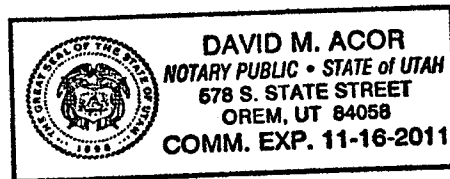


Exhibit "A"
(Legal Description of the Property)

Unit "A", Building 1, contained within Farwest Bank Condominiums, as the same is identified in the Record of Survey Map recorded on January 23, 2007 in Utah County, Utah, as Entry No. 11275:2007 in Book 39, at Page 207 of Plats (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of Farwest Bank Condominiums, a Utah Office Condominium Project recorded on January 23, 2007 in Utah County, Utah as Entry No. 11276:2007 (as said Declaration may have heretofore been amended or supplemented).

Together with the undivided ownership interest in and to the Common Areas and Facilities, which are appurtenant to said Unit as more particularly described in said Declaration (as said Declaration may have been heretofore amended or supplemented).

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