

After recording return to:

Debra Piazza
Montgomery Little & Soran, PC
5445 DTC Parkway, Suite 800
Greenwood Village, CO 80111

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6/12/2012 11:37:00 AM \$78.00
Book - 10025 Pg - 4995-5024
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 30 P.

**DEED OF TRUST, LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**
(Secures Future Advances)
(Site 28-5650 S. State St., Murray, UT)
(Larry H. Miller Toyota)

THIS DEED OF TRUST, LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") is made as of June 5, 2012, by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company (hereinafter referred to as "Borrower"), 9350 South 150 East, Suite 1000, Sandy, Utah 84070, to FOUNDERS TITLE COMPANY (hereinafter referred to as "Trustee"), 746 East Winchester Street, Suite 100, Salt Lake City, Utah 84107, for the use and benefit of COMERICA BANK, a Texas banking association ("Comerica Bank," which designation shall include successors and assigns), as Administrative Agent for the Lenders (as defined below) (in such capacity, the "Agent," which designation shall include successors and assigns), 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578.

RECITALS

1. Pursuant to that certain Credit Agreement dated the same date as this Deed of Trust (as amended or otherwise modified from time to time, the "Credit Agreement") by and among Borrower, Comerica Bank as Agent, and the financial institutions which are named in and are signatories to the Credit Agreement (the "Lenders"), the Lenders have agreed to extend credit to Borrower up to the principal amount of Two Hundred Eighty Million and 00/100 Dollars (\$280,000,000.00) on the terms set forth in the Credit Agreement.
2. The indebtedness is evidenced by the Credit Agreement and certain promissory notes of Borrower executed and delivered to the Lenders from time to time (as amended, modified, replaced and restated from time to time, the "Notes").
3. As a condition to their respective obligations under the Credit Agreement, the Lenders and Comerica Bank, as Agent for the Lenders, have required Borrower to provide this Deed of Trust

to Agent, as Agent for the Lenders, granting various security interests, liens and other encumbrances as security for the obligations of Borrower under the Notes, the Credit Agreement and the other Loan Documents.

4. Comerica Bank is acting as Agent for the Lenders pursuant to Section 11.1 of the Credit Agreement.

IN CONSIDERATION of the principal sum of all advances made to Borrower under the Credit Agreement and the Notes, including future advances as provided under the Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing when due, whether by stated maturity, demand, acceleration or otherwise, the Indebtedness (as defined below), Borrower hereby:

A. Irrevocably grants, bargains, sells, conveys and assigns unto the Trustee IN TRUST, WITH POWER OF SALE, the real property situated in the County of Salt Lake, State of Utah and more fully described in Exhibit A attached hereto and made a part hereof (the "Real Property"), together with all of the leasehold estate of Borrower created by that certain Ground Lease and Option to Purchase dated as of October 6, 2006, between Laurence R. Jones and Donna E. Switzer, as Lessor, and Hewson Intermountain, LLC, as Lessee, which was assigned to Borrower by Assignment and Assumption of Lease recorded January 12, 2009, as Entry No. 10596847, in Book 9673, at Page 6082, Official Records, and further evidenced by Memorandum of Lease recorded January 12, 2009, Entry No. 10596846, Book 9673, Page 6077, Official Records (the "Ground Lease"), together with all additions to, modifications, extensions and renewals of, and renewal options, purchase options and rights of first refusal under the Ground Lease, and any after acquired title of Borrower in the Real Property, including the Lessor's interest therein should such estate be hereafter acquired by Borrower;

B. TOGETHER WITH all right, title, and interest of Borrower in and to all buildings and improvements now located or hereafter to be erected upon the Real Property (all hereinafter referred to as the "Building"), and all right, title, and interest of Borrower, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys adjoining the Real Property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to the Real Property;

C. TOGETHER WITH all the right, title, and interest of Borrower in and to all existing and future, machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever, now or at any time hereafter attached to the Building or any part thereof, including, without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, fans, blowers, vents, switchboards, electrical equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, compressors, vacuum cleaning systems, call systems, water fountains, refrigeration equipment, fire prevention and extinguishing apparatus (or any other

safety equipment required by governmental regulation), security systems, appliances, building materials, electric signs, shades, venetian blinds, awnings, screens, partitions, draperies, carpeting, and maintenance equipment of every nature whatsoever, including machinery and equipment for general maintenance, telephone equipment, furniture and data processing equipment and peripherals (all of the equipment described in this Paragraph C is hereinafter referred to as the "Building Equipment"). It is agreed that the Building Equipment shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and encumbered by this Deed of Trust.

D. TOGETHER WITH all rents, accounts, accounts receivable, issues, royalties, profits, revenues, incomes, and other benefits of and from the Real Property and any other property subject to the lien of this Deed of Trust, and that portion of any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Borrower in and to the same and every part and parcel thereof;

E. TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Agent, and of the reasonable attorneys' fees, costs, and disbursements incurred by Agent in connection with the collection of such award or payment, and Borrower shall execute and deliver from time to time such further instruments as may be requested by Agent to confirm such assignment to Agent of any such award or payment;

F. TOGETHER WITH all existing and future goods located on the Real Property which are now or in the future owned by Borrower and attached to the Real Property or are to be used in any construction on the Real Property but which are not effectively made real property under Paragraph B or Section 7.4 hereof, including but not limited to all appliances, carpeting, draperies, building service equipment, building materials, supplies and equipment which are, or will be, attached or affixed to the Real Property or any Building;

G. TOGETHER WITH all existing and future contract rights now or in the future owned by Borrower in connection with the operation and occupancy of the Real Property, the Building, or the Building Equipment;

H. TOGETHER WITH all existing and future general intangibles directly relating to the development or use of the Real Property or the Building, including but not limited to all governmental permits relating to construction on the Real Property, all existing and future names under or by which the Real Property or the Building may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and software;

I. TOGETHER WITH all existing and future water stock relating to the Real Property, all existing and future rights to oil, gas, minerals, and geothermal resources under, through, upon, or

appurtenant to the Real Property, all existing and future shares of stock or other evidence of ownership of any part of the Real Property that is owned by Borrower in common with others, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property, and all other "as-extracted collateral;"

J. TOGETHER WITH all water and water rights of any type which are appurtenant to the premises or which are or may be used on or in connection with the Real Property at the present time or at any time hereafter, including, but not limited to, the following: adjudicated water rights and decrees and priorities therefor; unadjudicated water rights and appropriations; rights in water from tributary and non-tributary sources, whether surface or underground; conditional water rights; rights existing under well permits issued by the State Engineer or its equivalent; rights and permits in designated groundwater basins; rights in non-tributary groundwater existing by virtue of land ownership; all rights, shares or allotments of water in ditch companies, conservancy districts, or other water distribution organizations and all shares of stock or other instruments evidencing a right to such water; all aboriginal rights, pueblo rights, reserved rights, and other rights not derived from state law; all rights claimed under contract, exchange, or plans for augmentation; all ditches, canals, reservoirs, pipelines, tunnels, wells, and other structures for diverting and conveying water, and all rights of way and easements therefor. It is the express intention of the parties to this Deed of Trust that this Paragraph is to operate independently of and in addition to any description of particular water rights which may be included elsewhere in this document;

K. TOGETHER WITH all right, title, and interest of Borrower in and to any bank accounts, security deposits, and any and all other amounts held as security under any leases or subleases now or hereafter outstanding on the Real Property (such leases and subleases are hereinafter referred to as the "Leases");

L. TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging (the Real Property, Building, Building Equipment, interests, privileges, and appurtenances described in Paragraph A through Paragraph L hereof being hereinafter referred to as the "Property"), and WARRANTS THE TITLE TO THE SAME with the exceptions shown on Exhibit B attached hereto and made a part hereof;

M. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Utah Uniform Commercial Code, covering any Property which now is or later may become a fixture attached to the Real Property or any Building.

TO HAVE AND TO HOLD the same, IN TRUST, NEVERTHELESS, for the purpose of securing:

ARTICLE 1

1 OBLIGATIONS SECURED

1.1 The payment and performance of all obligations under the Credit Agreement and any Notes issued thereunder, including the payment of all principal and interest thereon, and all fees expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by Borrower;

1.2 The payment of all sums expended or advanced by Agent or any Lender pursuant to the terms of this Deed of Trust, or any other instrument now in existence or hereafter executed in connection with the Notes or the Credit Agreement; and

1.3 The performance of every obligation, covenant, and agreement of Borrower arising under or in connection with the Notes, the Credit Agreement (including all "Indebtedness" as defined therein), this Deed of Trust, or any other instrument now in existence or hereafter executed in connection therewith. (The Notes, the Credit Agreement, this Deed of Trust, and other instruments are hereinafter collectively referred to as the "Loan Documents").

1.4 All of the foregoing obligations secured by this Deed of Trust, individually or collectively, are referred to in this Deed of Trust as the "Indebtedness".

ARTICLE 2

2 COVENANTS OF BORROWER

2.1 Repayment of Indebtedness. Borrower shall pay when due the principal of and interest on the Indebtedness, and all other sums due pursuant hereto, and shall perform each and every agreement and condition contained in the Notes, the Credit Agreement, this Deed of Trust and the other Loan Documents.

2.2 Payment of Taxes and Assessments. Borrower shall pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property (the "Impositions").

2.3 Preservation of Lien Priority.

(a) The lien of this Deed of Trust is and shall be maintained as a valid first lien on the Property. Borrower shall not, directly or indirectly, create or suffer or permit to be created or to stand against all or any part of the Property or against the rents, issues, profits, or income therefrom, any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust. However, nothing in this Deed of Trust shall require Borrower to pay any Impositions prior to the time they become due and payable or require Borrower to pay any Imposition so long as Borrower

contests the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (i) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (ii) Borrower has posted security with Agent in a form and in an amount satisfactory to Agent which Agent shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Borrower shall keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Building. If any such lien is recorded against the Property, Borrower shall post a bond, as provided by statute, or discharge the same of record within thirty (30) days after such lien is recorded. Borrower shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust or would constitute grounds for the termination by any lessee or sublessee of any Lease.

(b) All property of every kind acquired by Borrower after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Borrower shall do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Agent may reasonably require in order to confirm the lien of this Deed of Trust on the Property, and Borrower shall pay all fees for filing or recording such instruments.

(c) If any action or proceeding is instituted to evict Borrower or to recover possession of the Property or for any other purpose affecting this Deed of Trust or the lien of this Deed of Trust, Borrower shall deliver to Agent a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served in such action or proceedings, immediately after Borrower receives them.

2.4 Insurance.

(a) Borrower, at its sole expense, shall keep and maintain constantly during the time any of the Indebtedness remains outstanding, with companies authorized to do business in Utah and reasonably satisfactory to Agent, the following:

(i) Insurance in an amount not less than the full replacement value of the Building (without regard to depreciation) or the amount of the Indebtedness outstanding, whichever is greater, insuring against loss or damage by fire or other risks included from time to time in what is commonly called extended coverage insurance;

(ii) Personal liability, comprehensive general public liability and property damage, vandalism, and malicious mischief insurance in such form and in an amount not less than \$1,000,000 naming Comerica Bank, as Agent of the Lenders, as an additional insured as its interest may appear;

(iii) Flood insurance if required by the Flood Disaster Protection Act of 1973 and regulations issued thereunder; and

(iv) Such other insurance coverages as may be reasonably required by Agent from time to time.

(b) All insurance policies required by this Deed of Trust shall contain a standard noncontributory lenders' loss payable clause in favor of Comerica Bank, as Agent for the Lenders, and to the extent available a waiver of subrogation rights. All insurance policies shall provide that Comerica Bank shall be named as a loss payee, as Agent for the benefit of the Lenders, as its interest may appear, of all claims, and that such policy shall not be canceled without at least thirty (30) days' prior written notice to Agent.

(c) Upon the execution of this Deed of Trust, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring insurance policies required by this Section, Borrower shall deliver to Agent originals or certificates of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Agent of such payment.

(d) Borrower and Agent shall adjust with the insurance companies the loss, if any, under any policies required by this Deed of Trust in the case of any particular casualty resulting in damage or destruction. The proceeds of any such insurance shall be payable to Agent to be applied in accordance with the terms of Section 2.5 hereof.

(e) Approval by Agent of any insurance policy obtained or delivered pursuant to this Section shall not be deemed a representation by Agent as to the adequacy of coverage of such policy or the solvency of the insurer.

(f) If Borrower fails to procure, pay the premium of, or deliver to Agent any of the insurance policies or renewals as required herein, Agent may elect, for the benefit of the Lenders, but shall not be obligated, to effect such insurance and pay the premiums. Borrower shall pay to Agent, for the benefit of the Lenders, on demand any premiums so paid with interest thereon at a per annum rate equal to the then applicable Base Rate (as defined in the Credit Agreement) plus three percent (3%) (the "Default Rate") from the time of Agent's payment, and said advance and interest shall be secured by this Deed of Trust.

(g) If Agent acquires title to the Property in any manner, it shall thereupon (as between Borrower and Agent) become the sole and absolute owner of all insurance policies required by this Section, with the sole right to collect and retain all unearned premiums thereon, and Borrower shall be entitled only to a credit, in reduction of the then outstanding Indebtedness, in the amount of the short-rate cancellation refund.

2.5 Casualty. Borrower shall promptly give written notice to Agent of fire or other casualty to the Property. Regardless of the amount of any damage or destruction and whether or not

the insurance proceeds, if any, are sufficient for the purpose, Borrower shall, at its sole cost and expense, restore, repair, replace, rebuild, or alter such Property as nearly as possible to its value, condition, and character immediately prior to such damage or destruction, or make such changes or alterations as Agent approves in writing. So long as no Default or Event of Default has occurred and is continuing, and subject to Section 3.8(c) of the Credit Agreement, all Insurance Proceeds (as defined in the Credit Agreement) paid to Agent on account of such damage or destruction shall be applied to payment of the costs of such restoration, repair, replacement, rebuilding, or alteration, including the cost of temporary repairs or of the protection of the Property pending the completion of permanent restoration, repair, replacement, rebuilding, or alteration (hereinafter collectively referred to as the "Restoration"), with any Insurance Proceeds remaining thereafter to be applied to repay the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement. If a Default or Event of Default has occurred, such Insurance Proceeds shall be applied to repay the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement. If the insurance proceeds are applied to the payment of the costs of the Restoration, Agent may make such payments from time to time as such Restoration progresses in the manner and pursuant to whatever terms and conditions Agent deems reasonable.

2.6 Condemnation. If all or any part of the Property is taken in condemnation proceedings or by exercise of any right of eminent domain, or by conveyance in lieu of condemnation (hereinafter collectively called "Proceedings"), Borrower and Agent shall have the right to participate in any Proceedings at Borrower's expense, including reasonable attorneys' fees, notwithstanding any provisions in any other documents now in existence or hereafter executed. Any resulting award or proceeds shall be deposited with Agent, for the benefit of the Lenders, and distributed in the manner set forth in this Section. The parties agree to execute any and all further documents that may be required in order to facilitate collection of any award or awards and the making of any such deposit. If title to the whole or any portion of the Property is taken in condemnation proceedings or by agreement between Borrower and Agent and those authorized to exercise such right, then the Condemnation Proceeds (as defined in the Credit Agreement) shall be applied to the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement.

2.7 Maintenance of Property. Borrower shall not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Borrower at its sole cost and expense shall maintain the Property and the landscaping, sidewalks, curbs, and vaults adjoining the Building in good condition and make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. No improvements may be removed, demolished, or materially altered without the prior written consent of Agent, which consent shall not be unreasonably withheld or delayed. All repairs shall be equal in quality and class to the original work. No personal property used in connection with the Property in which Agent has a security interest may be removed from the Property, with the exception of inventory and operating equipment of tenants, unless it is immediately replaced by similar property of at least equivalent value on which Agent will immediately have a valid first lien and security interest.

2.8 Compliance. Borrower shall comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to the Property, the landscaping, sidewalks, curbs, and vaults adjoining the Property, or to the use or manner of use of the Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements. Borrower and the use of the Property shall comply with all conditions, covenants, restrictions, easements, rights of way, licenses and other agreements or instruments affecting the Property.

2.9 Cost of Defending Title to Property. If Agent is made a party to any action affecting this Deed of Trust or the title to the Property, Agent may at its option defend such action. Furthermore, in the event of any actions or proceedings affecting this Deed of Trust or title to the Property, Agent may, at its option, elect to participate or join in any such actions or proceedings. If Agent elects to so defend or participate, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Property, shall become part of the Indebtedness and be secured by this Deed of Trust.

2.10 Due on Sale or Transfer; Acceleration. The full principal amount of all advances under the Credit Agreement and the Notes and all Indebtedness and obligations secured by this Deed of Trust, irrespective of the maturity date expressed therein, at the option of Agent, and without demand or notice, shall immediately become due and payable, and such Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, if Borrower without the prior written consent of Agent:

(a) voluntarily or involuntarily sells, assigns, transfers, leases with option to purchase, disposes of, or encumbers, or agrees to sell, assign, transfer, lease with option to purchase, dispose of, or further encumber, all or any portion of or any interest in the Property, including, but not limited to, any development rights, air rights, or similar rights;

(b) changes or alters, or allows to be changed or altered, in any way whatsoever the effective control of the Property by Borrower; or

(c) is divested of title to all or part of the Property in any manner, whether voluntarily or involuntarily.

2.11 Waiver of Right to Marshall Assets. Borrower, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the

lien of this Deed of Trust, hereby expressly waives and releases all rights to have the Property and any other property now or hereafter constituting security for the Indebtedness marshalled upon any foreclosure of the lien of this Deed of Trust. Agent shall have the right to order the Trustee to sell the Property as a whole or in separate parcels.

2.12 Zoning and Private Covenants. Borrower shall not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or denying the uses of all or any part of the Property without Agent's prior written consent, nor shall Borrower consent to or permit the Property to be included in any special district with the authority to tax or assess the Property. If the use of all or any part of the Property is or becomes a nonconforming use under applicable zoning provisions, Borrower shall not cause or permit such use to be discontinued or abandoned without Agent's prior written consent.

2.13 Alterations. Without Agent's prior written consent, which consent shall not be unreasonably withheld or delayed, Borrower shall not engage in any major construction, addition, alteration, expansion, or extension of the Building or any other improvements on the Property, or consent to or permit any such construction, addition, alteration, expansion, or extension.

2.14 Further Acts. Borrower shall do and perform all acts necessary to keep valid and effective the charges and lien hereof, to carry into effect its objective and purposes, and to protect the lawful owner of the Notes and the other Indebtedness. Promptly upon request by Agent, Borrower shall execute, acknowledge, and deliver to Agent such other and further instruments as in the reasonable opinion of Agent may be necessary to correct and defect, error, or omission which may be discovered in any of the Loan Documents or otherwise effect the intent of this Deed of Trust.

2.15 Environmental Requirements. Without limiting the generality of Section 2.8 above, Borrower shall keep the Property in material compliance with all Environmental Requirements. The term "Environmental Requirements" as used herein shall mean all applicable federal, state and local laws and regulations relating to pollution control and environmental contamination, including, but not limited to:

(i) All laws and regulations governing the generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Materials and all laws and regulations with regard to recordkeeping, notification and reporting requirements respecting Hazardous Materials. The term "Hazardous Materials" as used herein shall mean:

(A) materials defined as "hazardous substances," "hazardous wastes," "hazardous constituents" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601-9657, and any amendments thereto and regulations thereunder;

(B) materials defined as "hazardous wastes" under the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6987, and any amendments thereto and regulations thereunder; and

(C) all other materials and substances which are now or hereafter prohibited or controlled under any federal, state or local laws and regulations relating to pollution control and environmental contamination.

(ii) All laws and regulations governing the generation, treatment, storage, discharge or disposal of wastewaters as provided for under the Federal Clean Water Act, as amended, 33 U.S.C. §§1251-1376, and any amendments thereto and regulations thereunder.

(iii) All laws and regulations governing the generation, treatment, emission or discharge of atmospheric pollutants as provided for under the Federal Clean Air Act, as amended, 42 U.S.C. §§7401-7642, and any amendments thereto and regulations thereunder.

(iv) All laws and regulations relating to Asbestos. The term "Asbestos," as used herein, shall mean actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, and also any waste which contains commercial asbestos including asbestos mill tailings, control device asbestos waste, friable asbestos waste material, and bags or containers that previously contained commercial asbestos, as set out in the Code of Federal Regulations, 40 Protection of Environment, Revised July 1, 1981.

(v) All laws and regulations governing the collection, treatment, handling, disposal, discharge, storage, transportation, or removal of polychlorinated byphenyls (PCB's), chlorofluorocarbons, and any "new" chemicals as provided for under the Federal Toxic Substances and Control Act, 15 U.S.C. §§2601-2629, and any amendments thereto and regulations thereunder.

Borrower shall clean to a level reasonably satisfactory to Agent any contamination from Hazardous Materials at the Property existing from time to time, including, without limitation, any contamination of the air, soil, groundwater or surface waters associated with or adjacent to the Property. Borrower shall keep the Property free of any lien imposed pursuant to any of the Environmental Requirements and shall pay immediately when due the costs of remedying Hazardous Material contamination and the costs of complying with any of the Environmental Requirements. Borrower shall notify Agent within seventy-two hours of any release of Hazardous Materials at the Property that could form a basis for any claim, demand or action by any party. In the event that Borrower fails to discharge any of its obligations pursuant to this Section, Agent may take whatever action it deems necessary or advisable to free the Property from any Hazardous Materials or comply with the Environmental Requirements (in which case Borrower shall give Agent and its agents and its employees access to the Project to respond to such conditions relating to Hazardous Materials). The cost of any such action shall be added to the Indebtedness and secured by this Deed of Trust and other Loan Documents (regardless of whether such cost causes the outstanding balance of the Indebtedness to be in excess of the maximum principal commitment amount thereof). Agent shall have the right to conduct an environmental audit of the Property at any time at which Agent reasonably believes such audit to be advisable, and Borrower shall cooperate in the conduct of and pay for such environmental audit.

2.16 Indemnification. Borrower agrees to indemnify, defend, protect and hold Agent and the Lenders harmless against any and all losses, costs, damages, liabilities, expenses (including attorneys' fees and expenses), obligations, fines, penalties, judgments, and charges that they may sustain as a result of or in connection with:

- (a) the failure by Borrower, or any of Borrower's tenants or predecessors in title to the Property, to perform any of its, or their, obligations pursuant to any of the Environmental Requirements;
- (b) the breach of any of the warranties and representations contained in Article 3 or of any of the representations or covenants contained in Article 4 of this Deed of Trust; or
- (c) the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property (including any building, structure, or equipment thereon) of any Hazardous Materials.

The indemnification contained in this Section shall be a full recourse obligation of Borrower for which Borrower shall have joint and several personal liability notwithstanding any exculpation on or exculpation from liability contained herein or in any of the Loan Documents. The indemnification contained in this Section shall survive payment of the Indebtedness and performance of all other obligations under this Deed of Trust and the other Loan Documents.

2.17 Guarantors. Borrower hereby authorizes Agent, at its sole discretion and without notice to or consent of Borrower, to disclose to any of the Guarantors any information, financial or otherwise, which Agent may possess concerning Borrower. Borrower shall indemnify and hold harmless Agent and the Lenders from any liability arising out of the furnishing of such information, including, but not limited to, any liability arising out of the inaccuracy of all or any portion of such information. Agent shall have no obligation, however, to disclose any such information to any of the Guarantors.

2.18 Notification of Default. Borrower, or its successors or assigns, including but not limited to any subsequent owner of the Property, shall notify Agent of the occurrence of any Event of Default under this Deed of Trust, the Credit Agreement, the Notes, or any of the other Loan Documents, or the occurrence of any event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder or thereunder.

2.19 Covenants Concerning Ground Lease.

(a) Representations and Warranties. Borrower warrants that (i) the Ground Lease is in full force and effect, (ii) the Ground Lease has not been amended or modified, (iii) that neither Borrower nor Lessor are in default under their respective obligations under the Ground Lease, (iv) Borrower's execution and delivery of this Deed of Trust and the other Loan Documents will not

violate any of the terms of the Ground Lease, (v) Borrower has the right to encumber the leasehold estate and no other consent of Lessor is required, and (vi) Borrower has given notice of this Deed of Trust to Lessor as required by the Ground Lease.

(b) Compliance with the Ground Lease. Borrower shall comply with all of its obligations under the Ground Lease.

(c) Default or Notice of Default under the Ground Lease. Borrower shall give prompt written notice to Agent of any default by Borrower in its performance of its obligations under the Ground Lease and shall promptly forward to Agent copies of any notices which Borrower receives from Lessor claiming any default by Borrower in complying with the obligations under the Ground Lease.

(d) Proof of Payments Under the Ground Lease. When requested by Agent, Borrower will promptly furnish proof of payment of all items which Borrower is obligated to pay pursuant to the terms of the Ground Lease.

(e) No Surrender or Modification of Ground Lease Without the Consent of the Beneficiary; No Merger of Title; Exercise of Options. Borrower will not, without the prior written consent of Agent, terminate, modify or surrender the Ground Lease. Until the Indebtedness is fully paid and this Deed of Trust is released of record, the leasehold estate of Borrower in the Real Property shall not merge with the fee title in the land. Borrower will exercise any options under the Ground Lease as necessary to keep the Ground Lease in full force and effect until the Indebtedness is fully paid.

(f) Agent's Right to Cure Borrower's Default Under the Ground Lease. Should Borrower be in default in complying with any of its obligations under the Ground Lease, Agent shall have the right, but not the obligation, to cure the default for the benefit of the Lenders. A cure by Agent shall not remove or waive, as between Agent and Borrower, the corresponding default under the provisions of this Deed of Trust. All monies expended by Agent in connection with the cure, including reasonable attorney's fees, shall bear interest at the Default Rate, shall be payable upon demand, and shall be secured by this Deed of Trust.

(g) No Election under the Bankruptcy Code. Borrower will not treat the Lease as terminated by any election made under Section 365 of Title 11 of the United States Code (the "Bankruptcy Code"), as amended from time to time, or under any similar law or right of any nature, and hereby assigns to Agent any right to acquiesce to any such termination.

ARTICLE 3

3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties under the Credit Agreement. Borrower restates the representations and warranties set forth in the Credit Agreement, which are hereby incorporated in this Deed of Trust by reference.

3.2 Taxes Paid. Borrower has paid (or established adequate reserves for the payment of) all taxes, assessments, contributions, fees, and other governmental charges (other than those which are currently being or may hereafter be contested in good faith in accordance with the provisions of Section 2.3(a)) upon the Property. No tax liens have been filed against any assets of Borrower.

3.3 Access. The Property is and will be contiguous to streets or roads or highways to be adequately completed and maintained, and vehicular and pedestrian access from the Property is and will be permitted to any such streets or roads or highways.

3.4 Condemnation. To the best of Borrower's knowledge, no condemnation or eminent domain proceeding has been commenced or threatened against the Property. Borrower has not received a notice regarding any such proceedings.

3.5 Environmental Compliance. The Property currently complies with, and will continue to comply with, all of the Environmental Requirements.

3.6 Environmental Proceedings and Investigations. The Property is not subject to any judicial or administrative proceeding alleging the violation of any of the Environmental Requirements. The Property is not the subject of a federal or state investigation regarding Asbestos or evaluating whether any remedial action is needed to respond to a release of any hazardous or toxic waste, substance or constituent, or other substance into the environment.

3.7 Use of the Property. The Property is in a clean and healthful condition free of Asbestos and all other Hazardous Materials. Except for the incidental use of solvents, gasoline, motor oils, fluids and similar substances in the ordinary course of any motor vehicle sales or service business conducted on the Property, no Asbestos or Hazardous Materials have been or are placed, held, located, generated, treated, stored or disposed of on, under or at the Property, or any part thereof, and the Property has never been used as a disposal or storage site for any Hazardous Material. No underground storage tanks or surface impoundments are located on the Property.

3.8 Environmental Liens. No lien in favor of any governmental entity for any liability under any of the Environmental Requirements, or damages arising from or costs incurred by such governmental entity in response to Asbestos or to a release of a hazardous or toxic waste, substance or constituent, or other substance into the environment has been filed against or attached to the Property.

ARTICLE 4

4 ASSIGNMENT OF RENTS AND LEASES

4.1 Assignment of Rents. As additional security for the payment of the Indebtedness, Borrower hereby assigns, transfers, and sets over to Agent for the benefit of the Lenders: (i) the rents, profits, and income derived from the Property including all prepaid rent and security deposits (the "Rents"); (ii) the Leases, all guaranties of any lessee's obligations under the Leases, and any modifications or renewals of the Leases and such guaranties; (iii) any award or other payment to which Borrower may become entitled with respect to the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under the Leases; and (iv) all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent.

4.2 License to Collect. Borrower reserves and Agent grants to Borrower a license to collect the Rents. If an Event of Default occurs, Agent may terminate such license without regard to the adequacy of its security hereunder and without notice to or demand upon Borrower, and shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Agent obtains title to the Property through foreclosure or otherwise. Borrower hereby irrevocably authorizes and directs the lessees under the Leases, upon receipt of notice from Agent that an Event of Default has occurred, to pay thereafter all Rents directly to Agent, for the benefit of the Lenders. Upon the occurrence of an Event of Default, Agent may enforce its rights to the Rents by any appropriate civil suit or proceeding.

4.3 Mortgagee in Possession. Neither the foregoing assignment of Rents to Agent nor the exercise by Agent of any of its rights or remedies hereunder shall be deemed to make Agent, as Agent for the Lenders, or any Lender, a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Agent, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Agent or by agreement with Borrower, or the entering into possession of the Property by such receiver, shall not be deemed to make Agent or any Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

4.4 Further Assignments. Borrower shall not execute any further assignment of the Rents or suffer or permit any such assignment to occur by operation of law. Borrower shall at any time or from time to time, upon request of Agent, transfer and assign to Agent, for the benefit of the Lenders, in such form as may be satisfactory to Agent, Borrower's interest in the Rents or in any Lease,

subject to and upon the condition, however, that prior to the occurrence of any Event of Default hereunder Borrower shall have a license to collect and receive all Rents under such Leases as set forth in this Section.

4.5 Representations and Covenants Regarding the Leases. Borrower covenants, represents and warrants that (a) Borrower has full right and title to assign their interest in the Leases and the Rents; (b) the Leases are or when executed will be valid, in full force and effect, and have not been modified or amended except as stated herein; (c) there is no outstanding assignment or pledge of Borrower's interest in the Leases or of the Rents; (d) no Rents have been or will hereafter be collected more than one month in advance; (e) the interest of all lessees under the Leases is and will be as lessee only, with no options to purchase or rights of first refusal; (f) each Lease shall provide for the attornment of the lessee thereunder to any person succeeding to Borrower's interest as the result of any foreclosure or transfer in lieu of foreclosure hereunder, said provision to be in form and substance approved by Agent; and (g) Agent shall be deemed to be the creditor of each lessee with respect to any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such lessee (without obligation on the part of Agent, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).

ARTICLE 5

5 EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default ("Event of Default") hereunder.

5.1 Non-Payment. Borrower shall fail to pay the principal on the Indebtedness when due, or shall fail to pay the interest on the Indebtedness or any Fees, within three (3) Business Days of the date on which such sums shall become due and payable, or shall fail to pay any other amounts due and owing by Borrower under the Credit Agreement or any of the other Loan Documents, within five (5) Business Days after the same shall become due and payable.

5.2 Default Under the Loan Agreement. An "Event of Default" shall occur under the Credit Agreement.

5.3 Default Under this Deed of Trust. Borrower defaults in the performance or observance of any other term, covenant, condition or agreement contained in this Deed of Trust.

5.4 Default Under Other Loan Documents. A default or Event of Default occurs pursuant to the terms of the Notes, or any of the other Loan Documents.

5.5 Acceleration. Agent has accelerated the payment of the Indebtedness pursuant to the provisions of Section 2.10 hereof.

5.6 Default Under Ground Lease. A default or Event of Default (after expiration of any applicable notice or cure periods) occurs pursuant to the terms of the Ground Lease.

ARTICLE 6

6 REMEDIES

Agent shall have the following rights and remedies:

6.1 Certain Actions of Trustee. At any time or from time to time, and without notice to Borrower, upon written request of Agent, and presentation of this Deed of Trust and the Notes for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness, and without affecting the security hereof for the full amount secured hereby on all Property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Property affected by the Trustee's action be credited on the Indebtedness, the Trustee may: (a) release and reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

6.2 Release and Reconveyance of Property at Request of Agent. Upon written request of Agent stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Notes to the Trustee for cancellation and retention, and upon payment of its fees, the Trustee shall release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

6.3 Acceleration and Power of Sale.

(a) Time is of the essence hereof. Upon the occurrence of any Event of Default described in Section 5.5 of this Deed of Trust, to the extent permitted by law, the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required hereunder shall be and become immediately due and payable, and the Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, from the due date until paid and payment of such default interest shall be secured by this Deed of Trust.

(b) Upon the occurrence of any Event of Default other than that described in Section 5.5 of this Deed of Trust, subject to the terms of the Credit Agreement, to the extent permitted by law, Agent may declare the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required thereunder, to be due and payable immediately, and notwithstanding the stated maturity of the

applicable Indebtedness, the principal amount of the Indebtedness and the accrued and unpaid interest thereon and all other sums or payments required thereunder shall thereupon become and be immediately due and payable, and the Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, from the due date until paid and payment of such default interest shall be secured by this Deed of Trust.

(c) Upon occurrence of any Event of Default, Agent is authorized and empowered, without further notice to file with the Trustee, a notice demanding the Trustee to sell the Property under the power of sale conferred herein in the manner authorized by law. As required by law, Agent shall execute or cause the Trustee to execute written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and the Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Property is located.

(d) After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, the Trustee, without demand by Agent, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Agent may determine (but subject to any statutory right of Borrower to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), in the manner required by law, the Property at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. The Trustee, or any other person conducting the sale, may postpone or continue the sale by giving notice of postponement or continuance by public declaration, by written notice or oral postponement, at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five days beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Within three business days after the Trustee receives payment of the price bid, the Trustee shall execute and deliver to such purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The conveyance shall be without right of redemption, and clear of the interests of junior encumbrancers in the Property whose interests have been effectively foreclosed by the proceeding. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, the Trustee, or Agent, may purchase at such sale.

(e) After deducting all costs of exercising the power of sale and of sale, including the payment of fees to the Trustee, cost of evidence of title in connection with sale, appraisal fees, property inspection fees, and reasonable attorneys' fees, the Trustee shall apply the proceeds of sale to payment of: all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and 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 wherein the Property is located. To the extent permitted by law, an action may be maintained by Agent to recover a deficiency judgment of any balance due hereunder, and Agent shall retain the right to pursue all other legal and equitable remedies for the collection of the Indebtedness,

it being expressly understood and agreed that all rights and remedies of Agent are cumulative and may be exercised in any order.

(f) The purchaser at the sale shall be entitled to immediate possession of the Property against Borrower and shall have a right to the summary proceedings to obtain possession as provided in the Utah Code, together with costs and reasonable attorney's fees.

6.4 Judicial Action. Upon the occurrence of any Event of Default, in the alternative to foreclosure by a Trustee's sale, Agent may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, or to enforce any of the covenants and agreements hereof or of the Credit Agreement, the Notes or any Loan Document. In such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint.

6.5 Agent's Right to Cure Borrower's Default. If Borrower fails to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, Agent may elect, but shall not be obligated, to pay all or part of such items. Borrower shall repay immediately and without demand all funds so advanced by Agent, as Agent for the Lenders, with interest thereon from the date of such payments until repaid at the Default Rate, and all of such advances and the interest thereon shall become part of the Indebtedness and shall be secured by this Deed of Trust.

6.6 Receiver. Upon the occurrence of any Event of Default, Agent shall have the right, with the irrevocable consent of Borrower hereby given and evidenced by the execution of this Deed of Trust, to obtain appointment of a receiver by any court of competent jurisdiction WITHOUT NOTICE to Borrower. The right to appointment of a receiver shall be independent of and may precede the exercise of any other right or remedy. The receiver shall be authorized and empowered to enter upon and take possession of the Property, including all personal property used upon or in connection with the Real Property and all bank accounts containing funds associated with the Property, to let the Property, to manage the Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Indebtedness. Borrower hereby assigns the Rents to Agent, for the benefit of the Lenders, as additional security for the Indebtedness, together with the Leases and all other documents evidencing the Rents, bank accounts, and any and all deposits held as security under the Lease. At the option of Agent, the receiver shall accomplish such entry and taking possession of the Property by actual entry and possession or by notice to Borrower. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Agent for the purpose of protecting the value of the Property as security for the Indebtedness. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the Property is redeemed.

6.7 Attorney's Fees. If this Deed of Trust is foreclosed by the Trustee, a reasonable amount of attorney's fees for services rendered in the supervision of the foreclosure proceedings as a part of Agent's cost of foreclosure shall be added to the Indebtedness. If the foreclosure proceedings

are made through court proceedings, Agent's attorney's fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

6.8 Cumulative Remedies. Each right, power, and remedy herein conferred upon Agent or the Trustee is cumulative of every other right or remedy of Agent or the Trustee, whether conferred herein or by law, and may be enforced concurrently.

ARTICLE 7

7 MISCELLANEOUS

7.1 Waiver. Failure by Agent to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Agent. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.2 Notices. All notices, demands, and requests given or required to be given hereunder shall be given in the manner set forth in the Credit Agreement. The undersigned Borrower requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Borrower at the address set forth above.

7.3 Inspection of Property. Agent and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

7.4 Deed of Trust as Security Agreement and Financing Statement. This Deed of Trust shall cover the Building Equipment, all other Property affixed to the Real Property described herein, and all articles of personal property and all materials delivered to the Property for incorporation or use in any construction being conducted thereon and owned by Borrower, together with all proceeds thereof (which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property.) If any Property covered by this Deed of Trust consists of rights in action, accounts receivable or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Agent. This Deed of Trust shall be self-operative with respect to such property, but the Borrower shall execute and deliver on demand such security agreements, financing statements, and other instruments as Agent may request in order to impose the lien hereof more specifically upon any of such property and to pay all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Borrower hereby

assigns to Agent all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Agent shall be deemed to be the secured party and Borrower shall be deemed to be the debtor. Upon the occurrence of any Event of Default under this Deed of Trust, Agents shall have all the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Deed of Trust. "Uniform Commercial Code" means Act. No. 174 of the Michigan Public Acts of 1962, as amended, revised or replaced from time to time, including without limit as amended by Act No. 348 of the Michigan Public Acgts of 2000.

7.5 Successor Trustee. Agent may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. The Trustee may resign by mailing or delivering notice thereof to Agent and Borrower, which resignation shall be effective upon the appointment of a successor trustee.

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

7.7 Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any hazard insurance policy had not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall be the property of Agent and shall be paid to Agent, and Borrower hereby assigns, transfers, and sets over to Agent all of its right, title, and interest in and to said sum. The balance, if any, shall belong to Borrower as its interests may appear. Notwithstanding the above, Borrower shall retain an interest in the insurance policies above described during any redemption period.

7.8 Severability of Clauses. If any term, covenant, condition, or provision of this Deed of Trust, the Credit Agreement or any other Loan Document is held to be invalid, illegal, or unenforceable, this Deed of Trust, the Credit Agreement or such other Loan Document shall be construed without such provision.

7.9 Writing Required. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

7.10 Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7.11 Applicable Law. The creation of this Deed of Trust, the perfection of the lien or security interest in the Property, and the rights and remedies of Agent or Trustee hereunder shall be governed by the laws of the State of Utah. Otherwise, this Deed of Trust shall be governed by the laws of the State of Michigan.

7.12 WAIVER OF TRIAL BY JURY. BORROWER AND AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS DEED OF TRUST OR THE INDEBTEDNESS.

7.13 Joint and Several Liability. The obligations of Borrower under this Deed of Trust shall be joint and several.

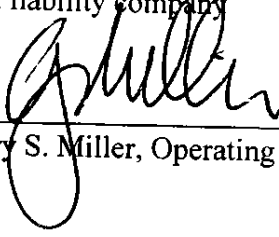
7.14 Defined Terms. All capitalized terms not specifically described herein which are defined in the Credit Agreement are used as defined in the Credit Agreement.

7.15 Amendment and Restatement of Deed of Trust. Comerica Bank and Agent have executed a certain Assignment of Loan Documents dated the same date as the Credit Agreement whereby Comerica Bank assigned to Agent that certain Loan Agreement dated June 22, 2005 between Comerica Bank and Borrower (the "Prior Loan Agreement") together with the notes issued thereunder and the Deeds of Trust and various other loan documents delivered in connection therewith (collectively with the Prior Loan Agreement, the "Prior Loan Documents"). The Credit Agreement by its terms amends, restates and supersedes the Prior Loan Agreement in its entirety, and provides that all collateral granted under the Prior Loan Agreement shall continue to secure the "Indebtedness" as defined in the Credit Agreement. The collateral granted under the Prior Loan Agreement includes, without limitation, a certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement on the Property recorded on June 27, 2005 under Document No. 9415084, in the Office of the Salt Lake County Recorder, State of Utah (the "Original Deed of Trust"). This Deed of Trust amends, restates and supersedes the Original Deed of Trust in its entirety. Borrower hereby acknowledges and agrees that (i) this Deed of Trust, the Credit Agreement, the Notes, and the other Loan Documents do not constitute a novation, payment and reborrowing, or termination of the obligations under the Prior Loan Agreement and the other Prior Loan Documents as in effect prior to the Effective Date (as defined in the Credit Agreement); (ii) such obligations are in all respects continuing with only the terms thereof being modified as provided in the Credit Agreement, the Notes and the other Loan Documents; and (iii) the liens as granted under the Original Deed of Trust securing payment of such obligations are in all respects continuing

and in full force and effect and secure the payment of the Indebtedness and are hereby fully ratified and affirmed.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Borrower as of the day and year first above written.

MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company


By 
Gregory S. Miller, Operating Manager

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

The foregoing Deed of Trust, Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement was acknowledged before me this 6 day of June, 2012, by Gregory S. Miller, as Operating Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company.

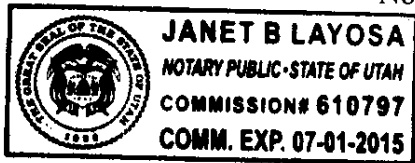
WITNESS my hand and official seal.

My commission expires: 7-1-2015



Notary Public

(SEAL)



**EXHIBIT A TO DEED OF TRUST, LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT
(Legal Description)**

Real property situated in the County of Salt Lake, State of Utah, to-wit:

PARCEL 1:

BEGINNING at a point in the center of State Street, said point being South 1381.55 feet and East 757.87 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 85°23' West 136.71 feet; thence North 88°31' West 154.83 feet to a fence line; thence South 12°43'30" East along said fence line, 24.64 feet to a fence corner; thence South 85°52' West 300.40 feet to a fence corner; thence South 4°06' East along a fence 147.62 feet; thence South 85°40' West 80.62 feet; thence South 371.78 feet; thence South 86°30' East 366.93 feet; thence North 213.03 feet; thence South 87°44'30" East 99.51 feet; thence North 12°45' West 5.18 feet; thence South 87°44'30" East 175.80 feet to the center of State Street; thence North 2°15'30" East along said center, 386.11 feet to the point of BEGINNING.

PARCEL 1-A:

BEGINNING at a point East 759.00 feet and South 1°30' West 1224.30 feet and South 85°40' West 596.96 feet and South 206.79 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 100.00 feet; thence South 85°40' West 32.50 feet to an old fence line; thence North 0°12'20" West along said old fence line 100.00 feet; thence North 85°40' East 32.86 feet to the point of BEGINNING.

PARCEL 1-B:

Beginning at a point on an old fence line, said point being East 759.00 feet and South 1°30' West 1224.30 feet and South 85°40' West 596.96 feet and South 206.79 feet and South 85°40' West 32.86 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°12'40" East along said old fence line 100.00 feet; thence South 85°40' West 39.10 feet; thence North 100.00 feet; thence North 85°40' East 38.74 feet to the point of beginning.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-010

PARCEL 2:

COMMENCING 23.2 chains South and 11.32 chains East and South 2°15' West 236.35 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 2°15' West 5 feet; thence North 87°45' West 174.46 feet; thence North 12°45' West 5.18 feet; thence South 87°45' East 175.8 feet to COMMENCEMENT.

EXCEPTING THEREFROM any portion located within State Street.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-013

PARCEL 3:

BEGINNING at a point 759.0 feet East and South 1°30' West 1224.30 feet and South 85°40' West 545.53 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence South 149.94 feet; thence South 85°40' West 51.43 feet; thence North 149.94 feet to the center of Wilson Street; thence North 85°40' East along the center of Wilson Street 51.43 feet to the place of beginning.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-004

PARCEL 4:

BEGINNING at a point 759.0 feet East and South 1°30' West 1,224.30 feet and South 85°40' West 497.1 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 149.94 feet; thence South 85°40' West 48.43 feet; thence North 149.94 feet to the center of Wilson Street; thence North 85°40' East along the center of Wilson Street 48.43 feet to the place of BEGINNING.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-005

PARCEL 5:

BEGINNING at a point 759 feet East and South 1°30' West 1224.30 feet and South 85°40' West, 432.10 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 149.94 feet; thence South 85°40' West 65 feet; thence North 149.94 feet to the center of Wilson Street; thence North 85°40' East along the center of Wilson Street 65 feet to the place of beginning.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-006

PARCEL 6:

BEGINNING at a point 759 feet East and South 1° 30' West 1224.3 feet and South 85° 40' West 332.1 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 15° 57' 30" East along irrigation ditch 152.85 feet; thence South 85° 40' West 139.92 feet; thence North 149.94 feet to the center of Wilson Street; thence North 85° 40' East along the Center of Wilson Street 100 feet to the point of BEGINNING.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-007

PARCEL 7:

BEGINNING at a point in the center of State Street, said point being 23.20 chains South and 11.32 chains East and South 2°15' West 241.35 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 2°15' West 112.56 feet along said centerline of State Street; thence South 89°25' West 159.56 feet; thence North 2°15' East 67.41 feet; thence North 18°33' West 8.60 feet; thence North 12°45' West 46.58 feet; thence South 87°45' East 174.46 feet to the point of BEGINNING.

LESS AND EXCEPTING that portion located within State Street.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-014

PARCEL 8:

COMMENCING 23.2 chains South and 11.32 chains East and South 2°15' West 241.35 feet and North 87°45' West 174.46 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 87°44'30" West 99.5 feet; thence South 213.03 feet; thence South 86°30' East 95.07 feet; thence East 2.64 chains; thence North 2°15' East 108.08 feet; thence North 89°25' West 159.56 feet; thence North 2°15' East 67.41 feet; thence North 12°45' West 51.76 feet to the point of BEGINNING.

LESS AND EXCEPTING that portion located within State Street.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-015

PARCEL 9:

A leasehold interest as created by that certain lease dated as of September 11, 2006, executed by Laurence R. Jones, and Donna E. Switzer, as Lessor, and Hewson Intermountain, LLC, as lessee, as referenced in the document entitled "Memorandum of Lease and Option to Purchase" which was recorded January 12, 2009, as Entry No. 10596846, in Book 9673, at Page 6077, of official records in the Salt Lake County Recorder's Office. Lessee's interest now held by Miller Family Real Estate, LLC as shown by that certain Assignment and Assumption of Lease recorded January 12, 2009, as Entry No. 10596847, in Book 9673, at Page 6082 of official records. Property being further described as:

Commencing 759 feet East and South 1°30' West 1224.30 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Meridian, South 85°40' West 332.10 feet; South 15°57'30" East 136.85 feet; South 88°31' East 163 feet; North 88°23' East 87.09 feet; North 85°40' East to point South 1°30' West 150 feet from the beginning; North 1°30' East 150 feet to beginning.

The following is shown for informational purposes only: Tax Sidwell No. 22-18-151-011

**EXHIBIT B TO DEED OF TRUST, LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT
(Permitted Exceptions)**

1. Taxes for the year 2012 are now a lien, but not yet due.
2. Right of way for road and incidental purposes over and across approximately the Easterly 50 feet of said property, being within the bounds of State Street. (Affects Parcel 1 and 9)
3. An 8 foot utility easement over approximately the West 8 feet of the East 205 feet of said property, as disclosed by an inspection and survey of said property. (Affects Parcel 1)
4. A 6 foot ditch over the following described tract of land, to-wit: Beginning at a point which is 12.5 feet North and South 86°30' East 366.93 feet from the Southwest corner of the herein described land, and running thence in a Northwesterly direction to a point which is 95 feet North of the Said Southwest corner of said land, as disclosed by a survey of said property. (Affects Parcel 1)
5. An easement for ditch across said property, the centerline of which is described as follows: Beginning at a point which is approximately 295 feet West of the Northeast corner of said property; thence in a Southeasterly direction 320 feet to a point where said ditch is covered; thence in a Southeasterly direction 76 feet, more or less, to the Southeasterly boundary line of said property, at a point approximately 191 feet West from the East line of said property, as disclosed by a survey of said property. (Affects Parcel 1)
6. An easement for a power line over approximately the following described centerline, to-wit: Beginning at a point 6.5 feet North and South 86°30' East 366.93 feet from the Southwest corner of said property, and running thence West 250 feet, more or less, to a point where said power line crosses said property, as disclosed by survey of said property. (Affects Parcel 1)
7. An easement for an irrigation ditch across the Easterly 10 feet of said property, as created in favor of The State Road Commission of Utah, and Cahoon Maxfield Irrigation Company, by mesne instruments of record, and as shown on the survey of said property. (Affects Parcel 1)
8. Subject to a right of way for roadway purposes over the Northerly 33 feet, more or less, of the herein described property. (Affects Parcels 3-6 and 9)
9. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: PRESCINDIA L. CLYDE
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPAN
Dated: November 18, 1918
Recorded: November 29, 1918
Entry No.: 403764
Book/Page: 2-Y/524
(Affects Parcels 3-6).

10. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPAN
Dated: April 6, 1951
Recorded: September 13, 1961
Entry No.: 1258238
Book/Page: 880-156
(Affects Parcel 9)
11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: GORDON WILSON CHEVROLET, INC.
Grantee: MOUNTAIN FUEL SUPPLY COMPANY
Dated: May 5, 1965
Recorded: May 7, 1965
Entry No.: 2080185
Book/Page: 2324/457
(Affects Parcel 1)
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAWRENCE H. MILLER and KAREN G. MILLER
Grantee: MURRAY CITY CORPORATION
Recorded: JUNE 15, 1989
Entry No.: 4788292
Book/Page: 6135/2603
(Affects Parcel 1 & 8)
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAWRENCE R. JONES AND DONNA D JONES
Grantee: MURRAY CITY CORPORATION
Dated: Augsut 8, 1989
Recorded: AUGUST 25, 1989
Entry No.: 4815232
Book/Page: 6153/2006
(Affects Parcel 9)
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAWRENCE H. MILLER and KAREN G. MILLER
Grantee: MURRAY CITY CORPORATION
Recorded: AUGUST 25, 1989
Entry No.: 4815234
Book/Page: 6153/2008
(Affects Parcels 1, 5, 6)
15. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LARRY H. MILLER AND KAREN G. MILLER
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Dated: July 29, 1989
Recorded: December 21, 1989

Entry No.: 4862475
Book/Page: 6185/1969
(Affects Parcels 1, 5, 6)

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: HELEN C. TOWERS
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Dated: August 18, 1989
Recorded: December 21, 1989
Entry No.: 4862476
Book/Page: 6185/1970
(Affects Parcel 8)
17. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Lawrence R. Jones and Donna D. Jones
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Dated: August 18, 1989
Recorded: December 21, 1989
Entry No.: 4862477
Book/Page: 6185/1971
(Affects Parcel 9)
18. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Miller Family Real Estate, LLC
Grantee: Murray City Corporation
Dated: March 23, 2004
Recorded: March 31, 2004
Entry No.: 9018788
Book/Page: 8965/6610
19. DEED OF TRUST
Trustor: Miller Family Real Estate, L.L.C., a Utah limited liability company
Trustee: Founders Title Company, a Utah corporation
Beneficiary: Comerica Bank, a Michigan banking corporation
Amount: \$200,000,000.00, plus interest
Dated: as June 22, 2005
Recorded: June 27, 2005
Entry No.: 9415084
Book/Page: 9150/3172
20. FINANCING STATEMENT
Debtor: Miller Family Real Estate, L.L.C., a Utah limited liability company
Creditor: Comerica Bank, a Michigan banking corporation
For: Fixture Filing
Recorded: June 27, 2005
Entry No.: 9415085
Book/Page: 9150/3200

21. **FINANCING STATEMENT**
Debtor: Miller Family Real Estate, LLC
Creditor: JPMorgan Chase Bank, N.A.
Recorded: October 6, 2011
Entry No.: 11256332
Book/Page: 9956/1078