

WHEN RECORDED, RETURN TO:

John A. Beckstead, Esq.
Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, Utah 84111-1031

10412773
04/29/2008 11:35 AM \$52.00
Book - 9600 Pg - 3341-3362
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RAY QUINNEY & NEBEKER
PO BOX 45385
SLC UT 84145-0385
BY: ZJM, DEPUTY - WI 22 P.
4/29/2008 11:35 AM

22

**LEASEHOLD DEED OF TRUST
WITH ASSIGNMENT OF RENTS
(Store #262, WEST VALLEY, Utah Property)**

This Leasehold Deed of Trust with Assignment of Rents ("Deed of Trust") is made and entered into this 24 day of April, 2008, by, between, and among Maverik, Inc., a Wyoming corporation, formerly known as Maverik Country Stores, Inc., individually and doing business as Maverik Country Store, whose address is 880 West Center Street, North Salt Lake, Utah 84054 ("Trustor"), to Zions First National Bank ("Zions"), whose address is Commercial Banking Division, One South Main Street, Suite 200, Salt Lake City, Utah 84111, Attention: Jim C. Stanchfield, Vice President ("Trustee"), in favor of Zions First National Bank, whose address is Commercial Banking Division, One South Main Street, Suite 200, Salt Lake City, Utah 84111, Attention: Jim C. Stanchfield, Vice President ("Beneficiary").

This Deed of Trust is made pursuant to a Fourth Restated and Amended Loan Agreement dated April 24, 2008 (the "Effective Date") between Trustor and Beneficiary (the "Loan Agreement").

Trustor hereby conveys and warrants to Trustee, in trust for the benefit of Beneficiary, with power of sale, Trustor's leasehold estate and all other right, title and interest in and to the property described on Exhibit A hereto, which is incorporated herein by reference, situated in Salt Lake County, State of Utah, commonly known as 4690 South 4800 West, and known internally to Trustor as Store No. 262 (the "Real Property"), including all of right, title and interest of Trustor in that certain Lease Agreement, dated February 15, 1984 (as amended, if applicable, the "Store Lease"), from Ora W. Jensen and Lois B. Jensen ("Lessor") to The Southland Corporation, as Tenant, Trustor having assumed and succeeded to the tenant's rights under the Lease pursuant to that certain Assignment and Assumption of Lease as of the Effective Date of March 31, 1995, between The Southland Corporation as assignor and Trustor as assignee.

Together with all buildings, fixtures, and improvements thereon; all waters and water rights on, relating, or appertaining thereto; all easements, licenses and rights of way relating or appertaining thereto; all rents, issues, royalties, income and profits appertaining thereto; all awards made for taking by eminent domain or any proceeding or purchase in lieu thereof; the proceeds of any insurance with regard thereto; all tenements, hereditaments, rights, privileges, and appurtenances belonging or relating thereto or any improvements thereon; and including any of the foregoing now existing or created or arising in the future (collectively, with the Real Property, the "Property").

of the foregoing now existing or created or arising in the future (collectively, with the Real Property, the "Property").

Trustor further agrees, represents, and covenants as follows:

1. Obligations Secured. This Deed of Trust secures (a) Promissory Note - Non-Convertible Revolving Line of Credit dated the Effective Date executed by Trustor in favor of Beneficiary in the maximum principal amount of fifteen million dollars (\$15,000,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (b) Promissory Note - Convertible Revolving Line of Credit dated the Effective Date executed by Trustor in favor of Beneficiary in the maximum principal amount of forty-seven million five hundred thousand dollars (\$47,500,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), and (c) Promissory Note - Amortizing Term Loan dated the Effective Date executed by Trustor in favor of Beneficiary in the maximum principal amount of twenty-seven million five hundred thousand dollars (\$27,500,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (d) all obligations of Trustor arising from or relating to any Interest Rate Management Transaction for the Loan (as such terms are defined in the Loan Agreement) or any portion thereof, (e) all obligations of Trustor under the Loan Documents (as defined in the Loan Agreement), including, without limitation, this Deed of Trust (but excluding those obligations expressly excluded pursuant to Section 7, Hazardous Materials, below), and (f) transactions in which the documents evidencing the indebtedness which are executed by Trustor refer to this Deed of Trust as providing security therefor.

2. Representations and Warranties. Trustor represents and warrants to Trustee and Beneficiary that:

a. Trustor is the owner of leasehold estate in and to the Property.

b. The Store Lease is a valid and subsisting lease, is in full force and effect in accordance with the terms thereof and has not been modified except as herein set forth. All of the rents and other charges payable under the Store Lease prior to the execution hereof have been paid, all of the terms, conditions and agreements contained in the Store Lease have been performed and no default exists under the Store Lease. This Deed of Trust is lawfully executed and delivered in conformity with the Store Lease and is, and will be kept, a valid lien on the interests of the Trustor therein. There are currently no assignments or subleases of the Store Lease by Trustor.

c. Trustor's leasehold estate in the Property and created pursuant to the Store Lease is free and clear of any liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party, except (1) current taxes and assessments which are not yet due and payable, and (2) rights of way, easements, and licenses which are recorded and of public record.

3. Maintenance and Preservation of Property; Maintenance of Lease. Trustor shall (a) maintain the Property in good condition and repair; (b) not commit or allow any waste of the

Property; (c) complete promptly and in good and workmanlike manner any building, fixture, or improvement which may be constructed on the Property; (d) except to the extent that insurance proceeds are applied by Beneficiary to the satisfaction of the obligations secured by this Deed of Trust, restore promptly and in good and workmanlike manner any of the Property which may be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Property; (f) not commit or allow any act upon the Property in violation of law; and (g) do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the Property.

Trustor is authorized to remodel, remove and modify any buildings, fixtures, or improvements upon the Property in the ordinary course of Trustor's business as Trustor deems necessary or prudent pursuant to Trustor's business operations and on-going business plans for the Property, consistent with the terms of the Store Lease, and Trustor covenants that any such actions taken by Trustor will not materially reduce or impair the fair market value or utility of the Property.

With regard to the Store Lease, Trustor covenants and agrees as follows:

(i) Trustor hereby assigns to Beneficiary all of Trustor's right, title and interest in and to the Store Lease (and all renewals, extensions, modifications, and replacements thereof, including, without limitation, any security deposits made by Trustor). Upon an Event of Default, in addition to the other rights and remedies hereunder, Lender may elect, by written notice to Lessor and Trustor, to succeed to the interests of Trustor under the Store Lease.

(ii) The Trustor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by the Trustor under the terms of the Store Lease, will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Store Lease required to be performed and complied with by the tenant thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will impair the security of this Deed of Trust, unless authorized by this Deed of Trust. The Trustor shall provide evidence of such payments immediately upon the request of Beneficiary. The Trustor shall at all times do, or cause to be done, all things necessary to prevent any default under the Store Lease. After the occurrence of any event of default under this Deed of Trust, the Trustor shall do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of the Trustor as lessee under the Store Lease and to prevent any termination, surrender, cancellation, forfeiture or impairment thereof.

(iii) At all times, Trustor shall not encumber, mortgage, or place a lien on the Store Lease without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. After the occurrence of an event of default under this Deed of Trust, Trustor shall not terminate, modify, surrender, or materially amend the Store Lease, or waive any terms or conditions of the Store Lease without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Trustor shall not sublet the Store Lease, nor agree to any subordination of the Store Lease, except in favor of Beneficiary, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. The Trustor also covenants that it will promptly notify the Beneficiary of any breach by the Lessor under the Store Lease and of any inability of such Lessor to perform its obligations under the Store Lease and

will enforce the obligations of the Lessor under the Store Lease, to the end that Trustor may enjoy all of the rights granted to it as lessee under the Store Lease. The Trustor assigns to the Beneficiary the proceeds of any claim the Trustor may have against such Lessor for such breach or inability. The Trustor shall, at its expense, diligently pursue enforcement of its rights as lessee under the Store Lease, and shall deliver to the Beneficiary copies of all papers and documents generated in connection therewith and shall consult and cooperate with the Beneficiary.

(iv) The Trustor shall give the Beneficiary immediate notice of any material default by the Trustor under the Store Lease or of the receipt by it of any notice of default from the Lessor thereunder or notice of termination of the Store Lease pursuant to the provisions thereof and shall furnish to the Beneficiary immediately any and all information which the Beneficiary may reasonably request concerning the performance by the Trustor of the covenants of the Store Lease or of this Deed of Trust. The Trustor shall permit forthwith the Beneficiary or its representatives at all reasonable times to make investigation or examination concerning the performance by the Trustor of the covenants of the Store Lease or of this Deed of Trust, and upon notice of any uncured material default by the Trustor under the Store Lease, Beneficiary may, in its sole discretion and without any duty to do so, perform any duty or obligation of Trustor under the Store Lease. Any such payments advanced by Beneficiary shall be repaid by Trustor upon demand, together with interest thereon from the date of advance until repaid, both before and after judgment, at the rate provided in the Non-Convertible Line of Credit Note.

(v) This Deed of Trust, and the assignment of interests of Trustor in and to the Store Lease to Beneficiary, shall apply and be effective with respect to any and all future and additional leases entered into by Trustor and Lessor concerning the Property.

4. Insurance. Trustor shall secure and at all times maintain, at Trustor's expense, the insurance coverages required by the Loan Agreement and the Store Lease.

In the event of any loss or damage to the Property, Trustor shall immediately give Beneficiary written notice thereof.

5. Taxes and Assessments. Trustor shall pay when due all taxes, assessments, and governmental charges and levies on the Property, except such as are being contested in good faith by proper proceedings and as to which adequate reserves are maintained.

6. Utilities. Trustor shall pay when due all utility charges for gas, electricity, water, sewer, garbage collection, or other services provided to the Property.

7. Mechanic's and Materialmen's Liens.

a. Trustor acknowledges and agrees that the proceeds of the Loan (as defined in the Loan Agreement) may be used for the construction of improvements on the Real Property. In the event any improvements are constructed on the Real Property after the date hereof, Trustor shall timely comply with all requirements of Title 38 Part 1 of *Utah Code* with regard to filings and notices and further agrees that Beneficiary may file a Notice of Commencement and Notice of Completion as contemplated by *Utah Code* § 38-1-31 and *Utah Code* § 38-1-33, in each case in the State Construction Registry of the

State of Utah. For each construction project which is budgeted to cost more than one hundred thousand dollars (\$100,000.00) (a "Threshold Project"), Trustor shall cause Beneficiary to be named as a person interested in receiving electronic notices of all filings with respect to such Threshold Project in the State Construction Registry in accordance with *Utah Code* § 38-1-27(3). Trustor shall also provide to Beneficiary copies of all preliminary notices or other notices filed by any contractor, subcontractor or supplier with respect to such Threshold Project. Trustor shall, upon completion of any such improvements, promptly file a notice of completion for such Threshold Project in the State Construction Registry as permitted by *Utah Code* § 38-1-33.

b. The failure to take the actions for a Threshold Project provided in Subsection a, above, the failure to file any notices in the State Construction Registry for a Threshold Project, any other actions to enforce an alleged mechanic's or materialman's lien, or the failure of Trustor to cause Beneficiary to be named as a person interested in receiving electronic notice of all filings with respect to a Threshold Project in the State Construction Registry ("Failure to Name Beneficiary") shall not constitute an event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement). If Beneficiary provides written notice to Trustor of a Failure to Name Beneficiary with respect to a Threshold Project and Trustor fails to remedy such failure by causing Beneficiary to be so named in the State Construction Registry within twenty (20) days of receipt of such notice, then Beneficiary, in the discretion of Beneficiary, may do either or both of the following until such mechanic's or materialman's liens have been released or the Failure to Name Beneficiary deficiency has been remedied: (i) classify the Property as "Non-Conforming Collateral," as defined in the Loan Agreement, and (ii) eliminate the EBITDA (as defined in the Loan Agreement) from the Property for purposes of calculating financial covenants and the Applicable Margins (as defined in the Loan Agreement) that are derived from the calculation of EBITDA.

c. Trustor shall pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Property, or any part thereof or interest therein whether inferior or superior to this Deed of Trust and keep and maintain the same free from the claim of all persons supplying labor, services or materials that will be used in connection with or enter into the construction of any and all buildings now being erected or that hereafter may be erected on the Real Property regardless of by whom such services, labor or materials may have been contracted, provided, however, that Trustor shall have the right to contest any such claim or lien so long as Trustor previously records a notice of release of lien and substitution of alternate security as contemplated by *Utah Code* § 38-1-28 and otherwise complies with the requirements of *Utah Code* § 38-1-28 to release the Property from such lien or claim. Notwithstanding the foregoing, Trustor may, with the prior written consent of Beneficiary, contest the amount of any such lien or claim related to services, labor or materials in accordance with *Utah Code* § 38-1-28(7) without previously recording a notice of release of lien and substitution of alternate security.

d. If Trustor shall fail to remove and discharge any such lien, encumbrance or charge, or if Trustor shall dispute the amount thereof in contravention of the requirements hereof, then, in addition to any other right or remedy of Beneficiary,

Beneficiary may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of the Property from the effect of such lien, encumbrance or charge by obtaining a bond in the name of and for the account of Trustor and recording a notice of release of lien and substitution of alternate security in the name of Trustor, each as contemplated by *Utah Code* § 38-1-28 or other applicable law, or otherwise by giving security for such claim. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including costs of any Bond or additional security, together with interest thereon from the date of such expenditure at the default rate set forth in the Line of Credit Notes (as defined in the Loan Agreement) (the "Default Rate").

8. Hazardous Materials. "Hazardous Materials" means (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), including any future amendments thereto, and regulations promulgated thereunder, and as the term may be defined by any contemporary state counterpart of such act; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), including any future amendments thereto, and regulations promulgated thereunder, and as the term may be defined by any contemporary state counterpart of such act; (c) asbestos; (d) polychlorinated biphenyls; (e) underground or above ground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule, or regulation; and (g) any substance which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment, transportation, use or disposal.

"Environmental Condition" means any condition involving or relating to Hazardous Materials and/or the environment affecting the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Trustor or Beneficiary by any third party (including, without limitation, any government entity), including, without limitation, any condition involving or relating to Hazardous Materials affecting the Property resulting from the operation of Trustor's business and/or operations and any activity or operation conducted by any third party in the vicinity of the Property.

"Environmental Health and Safety Law" means any legal requirement that requires or relates to (including, without limitation, the Utah Underground Storage Tank Act, *Utah Code* § 19-6-401 et seq):

a. advising appropriate authorities, employees, or the public of intended or actual releases of Hazardous Materials, violations of discharge limits or other prohibitions, and of the commencement of activities, such as resource extraction or construction, that do or could have significant impact on the environment;

b. preventing or reducing to acceptable levels the release of Hazardous Materials into the environment;

- c. reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;
- d. assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the environment when used or disposed of;
- e. protecting resources, species, or ecological amenities;
- f. use, storage, transportation, sale, or transfer of Hazardous Materials or other potentially harmful substances;
- g. cleaning up Hazardous Materials that have been released, preventing the threat of release, and/or paying the costs of such clean up or prevention; or
- h. making responsible parties pay for damages done to the health of others or the environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

Trustor represents and warrants that, to the best of Trustor's knowledge, except for petroleum products and packaged products held for sale and as Beneficiary has been otherwise previously advised by Trustor in writing, no Hazardous Materials are now located on, in, or under the Property, nor is there any Environmental Condition on, in, or under the Property and, to the best of Trustor's knowledge, neither Trustor nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, used, stored, released, generated, located or disposed of on, in or under the Property, or any part thereof, nor caused or allowed an Environmental Condition to exist on, in or under the Property, which may have a material impact or effect upon the financial or other condition of Trustor or Trustor's operations. Trustor further represents and warrants that, to the best of Trustor's knowledge, no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials and/or an Environmental Condition is proposed, threatened, anticipated or in existence with respect to the Property, which may have a material impact or effect upon the financial or other condition of Trustor or Trustor's operations.

Trustor will:

- a. Not permit the presence, use, disposal, storage or release of any Hazardous Materials on, in, or under the Property, except in the ordinary course of Trustor's business under conditions that are generally recognized to be appropriate and safe and that are in material compliance with all applicable Environmental Health and Safety Laws.
- b. Not permit any substance, activity or Environmental Condition on, in, under or affecting the Property which is in material violation of any Environmental Health and Safety Laws.
- c. Comply with the material provisions of all Environmental Health and Safety Laws.

d. Promptly after learning of the same, notify Beneficiary of any material discharge of Hazardous Materials, Environmental Condition, or environmental complaint or notice received from any governmental agency or any other party.

e. Upon any material discharge of Hazardous Materials or upon the occurrence or discovery of any material Environmental Condition, promptly address the same in material compliance with all Environmental Health and Safety Laws, promptly pursue any responsible third parties, promptly pay any fine or penalty assessed in connection therewith, or diligently contest in good faith, and promptly notify Beneficiary of such events and of the actions being taken by Trustor to address and remedy the same.

f. From time to time upon request of Beneficiary, provide copies of all environmental inspections and reports in the possession of or available to Trustor concerning the Property.

g. Permit Beneficiary, at Beneficiary's expense, to inspect the Property for Hazardous Materials and Environmental Conditions, to conduct tests thereon, and to inspect all books, correspondence, and records pertaining thereto. Any such testing shall be done without unreasonable disruption of Trustor's business and testing will be done only upon reasonable grounds or after an Event of Default.

h. If there has been a material spill or discharge of a Hazardous Material on the Property, upon Beneficiary's request, and at Trustor's expense, provide a report (including all validated and unvalidated data generated for such reports) satisfactory to Beneficiary in scope, form, and content, and provide to Beneficiary such other and further assurances reasonably satisfactory to Beneficiary, that Trustor is in compliance with these covenants concerning Hazardous Materials and Environmental Conditions, and that the violation thereof has been corrected in compliance with all applicable Environmental Health and Safety Laws. Beneficiary may also obtain an additional report from an independent environmental engineer selected by Beneficiary (the "Independent Report"). If the findings and conclusions in the Independent Report are materially different from those contained in the report provided by Trustor, all costs and expenses incurred with respect to the Independent Report shall be paid by Trustor. If the findings and conclusions contained in the Independent Report are substantially similar to those contained in the report provided by Trustor, then all costs and expenses incurred with respect to the Independent Report shall be paid by Beneficiary.

i. Promptly advise Beneficiary of any additional, supplemental, new, or other information concerning any Hazardous Materials or Environmental Conditions that could have a material adverse effect upon the value or marketability of the Property.

Upon the spill or discharge of Hazardous Materials and/or the occurrence or discovery of an Environmental Condition on the Property, Trustor shall provide to Beneficiary a good faith estimate of the costs of clean-up and remediation of the spill, discharge, or occurrence within one hundred eighty (180) days of the spill, discharge, occurrence or discovery. If either (i) the estimated costs of clean-up and remediation for the Property exceed two hundred fifty thousand dollars (\$250,000.00), or (ii) Trustor fails to timely provide such estimate and such failure is not

remedied by providing such estimate within twenty (20) days of written notice by Beneficiary to Trustor of such failure, then in either case the Beneficiary may, in the discretion of Beneficiary, classify the Property as "Non-Conforming Collateral," as defined in the Loan Agreement, and may eliminate the EBITDA (as defined in the Loan Agreement) from the Property for purposes of calculating financial covenants and the Applicable Margins (as defined in the Loan Agreement) that are derived from the calculation of EBITDA.

The spill or discharge of Hazardous Materials, and/or the occurrence or discovery of an Environmental Condition, on the Property, and failure to timely provide an estimate of the costs of clean-up and remediation shall not constitute an event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement).

Trustor shall indemnify Beneficiary for any and all claims and liabilities, and for damages which may be awarded or incurred by Beneficiary, and for all reasonable attorneys fees, legal expenses, and other out-of-pocket expenses, arising from or related in any manner, directly or indirectly, to (a) Hazardous Materials located on, in, or under the Property; (b) any Environmental Condition on, in, or under the Property; (c) violation of or non-compliance with any Environmental Health and Safety Law; (d) any breach or violation of the representations, warranties, and covenants contained in this Section 8, Hazardous Materials; and/or (e) any activity or omission, whether occurring on or off the Property, whether prior to or during the term of the obligations secured hereby, and whether by Trustor or any other person or entity, relating to Hazardous Materials or an Environmental Condition affecting the Property. The indemnification obligations of Trustor under this Section 8, Hazardous Materials, shall survive any reconveyance, release, or foreclosure of this Deed of Trust, any transfer in lieu of foreclosure, and satisfaction of the obligations secured hereby.

Notwithstanding the foregoing, (a) the indemnification obligations of Trustor shall not extend to any claims between Beneficiary and/or any Participant Lender (as defined in the Loan Agreement), and (b) in the event Trustor is determined to not be liable for the amounts asserted by Beneficiary and/or any Participant Lender pursuant to this Section, Trustor shall not be liable to indemnify Beneficiary and/or any Participant Lender for attorneys fees, legal expenses or other out-of-pocket expenses incurred by Beneficiary and/or any Participant Lender in defending such claims for which indemnification is requested or in asserting such indemnification obligations.

So long as no event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement) has occurred which is not timely cured or waived, Trustor shall have the sole and complete control of the defense of any such claims. Trustor is authorized to settle or otherwise compromise any such claims as Trustor in good faith determines shall be in its best interests. Upon the occurrence of an event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement) and the expiration of any time allowed for cure of such event of default or Event of Default, Beneficiary may, at its option, elect to take over defense of any such claims and upon notice to Trustor of such election, the rights of Trustor set forth in the two preceding sentences shall immediately terminate and thereafter Beneficiary shall have the sole and complete control of the defense of any such claims. Beneficiary is authorized to settle or otherwise compromise any such claims as Beneficiary in good faith determines shall be in its best interests.

Notwithstanding anything to the contrary in this Deed of Trust, any indemnification amount owing to Beneficiary pursuant to this Section 8, Hazardous Materials, shall not be secured by the Property.

9. Defense of Title. Trustor shall keep the Property free and clear of any liens for the supplying of services, labor or materials, unless Trustor is diligently contesting the validity of such lien or taking other actions authorized by Section 7, Mechanic's and Materialmen's Liens, above. Trustor shall promptly discharge any lien, deed of trust, mortgage, or other encumbrance upon the Property which has or may have priority over or equality with this Deed of Trust. Upon request of Beneficiary, Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Property, or the rights or powers of Beneficiary or Trustee. Should Trustee or Beneficiary elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including costs of evidence of title and reasonable attorneys fees and legal expenses, incurred by Trustee and/or Beneficiary.

10. Right to Perform for Trustor. To the extent that such liens are not covered by the specific provisions of Section 7, Mechanic's and Materialmen's Liens, above, if not paid or discharged when due, and upon the failure by Trustor to pay or discharge within thirty (30) days of its receipt of notice from Beneficiary of its intent to pay or discharge the same, Beneficiary may, in its sole discretion and without any duty to do so, (a) elect to discharge taxes, assessments, liens, deeds of trust, mortgages, or other encumbrances upon the Property which have or may have priority over or equality with this Deed of Trust, (b) perform any duty or obligation of Trustor, or (c) pay recording, insurance or other charges payable by Trustor or provide insurance if Trustor fails to do so. Any such payments advanced by Beneficiary shall be reimbursed by Trustor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

11. Further Assurance. Trustor shall execute and deliver such further instruments and documents and do such further acts as may be necessary or as may be reasonably requested by Beneficiary to carry out the purposes of this Deed of Trust and to subject to the lien and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Deed of Trust.

12. Attornment. All future lease agreements, to the extent subleasing is allowed under the Store Lease, entered into by Trustor, as sub-lessor, which pertain to the Property shall contain a covenant on the part of the tenant, enforceable by Beneficiary, obligating such tenant, upon request of Beneficiary, to attorn to and become a tenant of Beneficiary or any purchaser from Trustee or through foreclosure of this Deed of Trust, for the unexpired term of, and subject to the terms and conditions of, such future lease agreements.

13. Condemnation Awards. Subject to any provisions in the Store Lease regarding Condemnation of the Property, if the Property, the improvements thereon, or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all of Trustor's rights in and to compensation, awards, and other payments and relief therefor, and shall be entitled, at Beneficiary's option, to commence, appear in, and prosecute in Beneficiary's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Trustor shall promptly give notice to

Beneficiary of any condemnation proceeding or any taking for public improvement. All such compensation, awards, and other payments and relief are hereby assigned to Beneficiary.

After deducting all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by Beneficiary in connection with such compensation, awards, and other payments and relief, Beneficiary may, in its sole discretion and without any duty to do so, release such compensation or apply such compensation, or any portion thereof, on any of the obligations secured by this Deed of Trust, whether or not then due. Beneficiary shall have no obligation to apply such compensation to restore or repair damage to the Property, regardless of whether such taking has a significant adverse impact on the operation of the remaining portion of the Property.

14. No Further Encumbrances. Trustor shall not further encumber, mortgage or place any lien upon the Property, nor cause or allow by operation of law the encumbrance of the Property without the written consent of Beneficiary, even though such encumbrance may be junior to this Deed of Trust.

15. Evidence of Title. Upon an Event of Default hereunder (which continues uncured beyond applicable cure periods), and upon the request of Beneficiary, Trustor shall deliver and pay for a title insurance policy with respect to the Property in a form and an amount satisfactory to Beneficiary, insuring Trustor's leasehold title ownership in the Property, free of any prior liens or encumbrances on the leasehold estate.

16. Access. Beneficiary and Beneficiary's representatives are hereby authorized and shall have the right, at all reasonable times during the existence of this Deed of Trust, to enter upon the Property to inspect the Property and to perform any of the acts authorized under this Deed of Trust.

17. Assignment of Rents. As additional security for the obligations secured by this Deed of Trust, Trustor hereby assigns to Beneficiary, during the time until this Deed of Trust is reconveyed to Trustor, all rents, issues, royalties, income and profits of the Property. Until the occurrence of any default under this Deed of Trust or on any obligation secured hereby, Trustor shall have the right to collect and retain all rents, issues, royalties, income and profits of the Property. Upon the occurrence of any default under this Deed of Trust or on any obligation secured hereby, at the election of Beneficiary, the right of Trustor to collect and retain such rents, issues, royalties, income and profits shall cease and Beneficiary shall have the right, with or without taking possession of the Property, to collect and retain all such rents, issues, royalties, income and profits. Any sums so collected, after the deduction of all costs and expenses of operation and collection, including reasonable attorneys fees and legal expenses, shall be applied toward the payment of the obligations secured by this Deed of Trust. Such right of collection shall obtain both before and after the exercise of the power of sale provisions of this Deed of Trust, the foreclosure of this Deed of Trust and throughout any period of redemption.

The rights granted under this Section 17, Assignment of Rents, shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the obligations secured by this Deed of Trust. Beneficiary's failure or discontinuance at any time to collect any of such rents, issues, royalties, income and

profits shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same.

Neither any provision contained herein, nor Beneficiary's exercise of its right to collect such rents, issues, royalties, income and profits, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Property, or an assumption of liability under, or a subordination of this Deed of Trust to, any tenancy, lease, sublease, option, or other interest in the Property. All tenants, lessees, sublessees and other persons who have any obligation to make any payment to Trustor in connection with the Property are hereby authorized and directed to make such payments directly to Beneficiary upon the demand of Beneficiary. Beneficiary's receipt of such rents, issues, royalties, income, and profits shall be a discharge of the obligation of the tenant or other person obligated to make the payment.

Collection by Beneficiary of such rents, issues, royalties, income, and profits shall not cure or waive any default under this Deed of Trust.

18. Assignment of Leases. Trustor hereby assigns to Beneficiary all right, title and interest of Trustor in and to any lease agreements entered into by Trustor as lessee for the acquisition of furnishings, goods or equipment for use on or in connection with the Property. This assignment shall be effective upon the occurrence of any default under this Deed of Trust or the obligations secured hereby and written acceptance of this assignment by Beneficiary.

19. Default. Time is of the essence of this Deed of Trust. The occurrence of any one of the following shall constitute an event of default:

- a. Any representation or warranty made by or on behalf of Trustor in this Deed of Trust is materially false or materially misleading when made;
- b. Trustor fails in the payment or performance of any obligation, covenant, agreement or liability created by or contemplated by this Deed of Trust or secured by this Deed of Trust;
- c. An Event of Default (as defined in the Loan Agreement) occurs; or
- d. There is any default or breach by Trustor, or any sublessee of Trustor, under the terms of the Store Lease.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

20. Notice of Default. Upon the occurrence of an event of default under this Deed of Trust, Beneficiary may elect to have the Property sold in the manner provided herein and under applicable law. Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations secured hereby. Trustee shall file such notice for record in the office of the county recorder of the county where the Property is located. Upon request of Trustee, Beneficiary shall also deposit with Trustee all promissory notes and all documents evidencing expenditures secured by this Deed of Trust.

Notwithstanding anything to the contrary in the foregoing, all procedures shall be conducted in compliance with applicable law. Moreover, upon the occurrence of an event of default under this Deed of Trust, Beneficiary shall have the right of access to the Property to the extent necessary to perform under and preserve the Lease prior to a trustee's sale or judicial foreclosure.

21. Sale by Trustee Pursuant to Power of Sale. After the lapse of such time as may then be required by *Utah Code* § 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code* §§ 57-1-24 and 57-1-25 or other applicable law, Trustee, without demand on Trustor, 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 in such order as Beneficiary may determine (but subject to any statutory right under *Utah Code* § 57-1-27 to direct the order in which the 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 or on such other terms as are set forth in the notice of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed. The postponement and notice of postponement shall be given as then required by law. Beneficiary may bid at the sale and shall receive a credit on Beneficiary's bid up to the amount owing to Beneficiary secured by this Deed of Trust and as provided by law.

Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall constitute prima facie evidence of the truthfulness thereof and are conclusive evidence in favor of bona fide purchasers and encumbrances for value and without notice. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees and costs and reasonable attorneys fees and legal expenses actually incurred; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the Default Rate; (d) all obligations secured by this Deed of Trust; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the Clerk of the District Court for the county in which the sale took place as provided by law. If the proceeds are deposited with the Clerk of the District Court, Trustee shall file an affidavit with the clerk setting forth the facts of the deposit and a list of all known claimants, including known addresses. Upon depositing the balance and filing the affidavit, Trustee shall be discharged from all further responsibility and the clerk shall deposit the proceeds with the state treasurer subject to the order of the district court. Notwithstanding anything to the contrary in the foregoing, all procedures shall be conducted in compliance with applicable law.

In the event of any amendment to the provisions of *Utah Code* Title 57 or other provisions of *Utah Code* referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

22. Surrender of Possession. If possession has not previously been surrendered by Trustor, Trustor shall surrender possession of the Property to the purchaser immediately after the Trustee's sale.

23. UCC Remedies. Notwithstanding anything to the contrary herein, with regard to all fixtures and personal property in which security interests are granted to Beneficiary by this Deed of Trust, Beneficiary shall have the right, at the option of Beneficiary, to exercise any and all rights and remedies available to Beneficiary as a secured party under the applicable Uniform Commercial Code and any and all rights and remedies available to Beneficiary at law, in equity, or by statute. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary.

24. Foreclosure as a Mortgage. Beneficiary shall have the option to foreclose this Deed of Trust 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 incidental thereto, including reasonable attorneys fees and legal expenses, in such amounts as shall be fixed by the court.

25. Receiver. If an event of default occurs under this Deed of Trust, Beneficiary shall have the right, without regard to the then value of the Property or the interest of Trustor therein, upon notice to Trustor, to apply to any court having jurisdiction to appoint a receiver of the Property. Trustor hereby irrevocably consents to such appointment and further consents to and approves Beneficiary as such receiver. Any such receiver shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Property or the foreclosure proceeding, unless the receivership is sooner terminated.

26. Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any trustee's sale, and Beneficiary may commence suit to collect such deficiency in accordance with *Utah Code* § 57-1-32 or other applicable law.

27. Reinstatement. If Trustor, Trustor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Property, reinstates this Deed of Trust and the Loan within three (3) months of the recordation of a notice of default in accordance with *Utah Code* § 57-1-31(1), such party shall pay to Beneficiary the reasonable cancellation fee contemplated by *Utah Code* § 57-1-31(2), as determined by Beneficiary, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending trustee's sale.

28. No Remedy Exclusive. The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Trustee or Beneficiary might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Trustee or Beneficiary may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in

the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

29. Due on Sale. If Trustor shall either sell, convey or transfer the Property, or any part thereof, without the prior written consent of Beneficiary, or be divested of title in any manner except by proceedings in eminent domain, whether voluntarily or involuntarily, the obligations secured by this Deed of Trust shall, at the option of Beneficiary and without demand or notice, immediately accelerate and become due and payable in full. If Beneficiary exercises this option to accelerate, Beneficiary shall give Trustor written notice of such acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is given within which Trustor may pay the sums declared due. If Trustor fails to pay such sums within such period, Trustor shall be in default and Beneficiary may exercise its remedies hereunder.

30. Other Collateral. The obligations secured by this Deed of Trust may also be secured by other collateral not identified in this Deed of Trust.

31. Attorneys Fees and Legal Expenses. In the event of default under this Deed of Trust, Trustor agrees to pay all reasonable attorneys fees and legal expenses incurred by or on behalf of Trustee and/or Beneficiary in enforcement of this Deed of Trust, in exercising any rights and remedies arising from such default, or otherwise related to such default.

Regardless of default, Trustor agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Trustee and/or Beneficiary in any bankruptcy proceedings in which Trustor is the debtor or the Property or any interest therein is property of the bankruptcy estate, including, without limitation, expenses incurred in modifying or lifting the automatic stay, assuming or rejecting leases, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

32. Indemnification. Trustor shall indemnify Trustee and Beneficiary for any and all claims and liabilities, and for damages which may be awarded or incurred by Trustee and/or Beneficiary, and for all reasonable attorneys fees, legal expenses, and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution, or performance of this Deed of Trust, but excluding any claims and liabilities based upon breach or default by Trustee or Beneficiary under this Deed of Trust or gross negligence or misconduct of Trustee or Beneficiary.

Notwithstanding the foregoing, (a) the indemnification obligations of Trustor shall not extend to any claims between Beneficiary and/or any Participant Lender, and (b) in the event Trustor is determined to not be liable for the amounts asserted by Beneficiary and/or any Participant Lender pursuant to this Section, Trustor shall not be liable to indemnify Beneficiary and/or any Participant Lender for attorneys fees, legal expenses or other out-of-pocket expenses incurred by Beneficiary and/or any Participant Lender in defending such claims for which indemnification is requested or in asserting such indemnification obligations.

So long as no event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement) has occurred which is not timely cured or waived, Trustor shall have the sole and complete control of the defense of any such claims. Trustor is authorized to settle or

otherwise compromise any such claims as Trustor in good faith determines shall be in its best interests. Upon the occurrence of an event of default under this Deed of Trust or an Event of Default (as defined in the Loan Agreement) and the expiration of any time allowed for cure of such event of default or Event of Default, Beneficiary may, at its option, elect to take over defense of any such claims and upon notice to Trustor of such election, the rights of Trustor set forth in the two preceding sentences shall immediately terminate and thereafter Beneficiary shall have the sole and complete control of the defense of any such claims. Beneficiary is authorized to settle or otherwise compromise any such claims as Beneficiary in good faith determines shall be in its best interests.

33. Notices. All notices or demands by any party hereto shall be in writing and shall be sent by certified mail, return receipt requested. Notices so mailed, shall be deemed received two (2) Banking Business Days after deposit in a United States post office box, postage prepaid, properly addressed to the mailing addresses set forth below or to such other addresses as Trustor, Trustee or Beneficiary may from time to time specify in writing. Any notice so addressed and otherwise delivered shall be deemed to be given upon the earlier of (i) two (2) Banking Business Days after deposit in a United States post office box or (ii) when actually received by the addressee.

Trustor:

Maverik, Inc.
880 West Center Street
North Salt Lake, Utah 84054
Attention: Michael V. Call

with copies to:

Ray, Quinney & Nebeker, P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Attention: Douglas M. Monson, Esq.

Trustee and Beneficiary:

Zions First National Bank
Commercial Banking Division
One South Main, Suite 200
Salt Lake City, Utah 84111
Attention: Jim C. Stanchfield
Vice President

with copies to:

Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, Utah 84111-1031
Attention: John A. Beckstead, Esq.

34. Actions by Trustee. At any time and from time to time upon written request of Beneficiary, payment of its fees and, in the case of full reconveyance, presentation of this Deed of Trust and the promissory notes secured hereby which are paid in full, without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) make a survey, map or plat of the Property; (b) join in granting any easement or creating any restriction on or relating to the Property; (c) join in any subordination or other agreement affecting this Deed of Trust which is authorized in writing by Beneficiary; and (d) reconvey, without warranty, all or any part of the Property upon written request of Beneficiary or as provided by law. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall constitute prima facie evidence and are conclusive evidence in favor of bona fide purchasers and encumbrances for value and without notice. Trustor agrees to pay reasonable Trustee's fees, including reasonable attorneys fees and legal expenses, for any of such services.

35. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, with a copy thereof being provided to the persons required by *Utah Code* § 57-1-22 or any successor statute, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee and all other information required by *Utah Code* § 57-1-22 or any successor statute.

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

37. Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor provided in Section 33, Notices.

38. Revival Clause. If the incurring of any debt by Trustor or the payment of any money or transfer of property to Beneficiary by or on behalf of Trustor or any guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Beneficiary is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Beneficiary's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Beneficiary related thereto, the liability of Trustor and any guarantor, and each of them, and this Deed of Trust, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

39. Multi-State Real Estate Transaction. Trustor acknowledges that this Deed of Trust is one of two or more other deeds of trust and mortgages (hereinafter collectively the "Other Security Documents") which secure the obligations of Trustor in whole or in part. Trustor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Beneficiary of any security for or guarantees of the obligations of Trustor or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any of the obligations of Trustor or any collateral security therefor including the Other Security Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or any disposition of any of the indebtedness secured hereby or of any of the collateral security therefor, including the Other Security Documents or of any guarantee thereof. Trustee or Beneficiary may, at its discretion, foreclose, exercise any power of sale or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder, or may foreclose, or exercise any power of sale, or exercise any other right available under this Deed of Trust without first exercising or enforcing any of its rights and remedies under any or all of the Other Security Documents. Such exercise of Beneficiary's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the indebtedness secured hereby or lien of the Deed of Trust, and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any of the Other Security Documents or any of Beneficiary's rights and remedies thereunder. Trustor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that Beneficiary may deem appropriate.

40. General. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah.

All references in this Agreement to the singular shall be deemed to include the plural and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.


All agreements, representations, warranties and covenants made by Trustor shall survive the execution and delivery of this Deed of Trust, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Beneficiary secured by this Deed of Trust is outstanding and unpaid. All agreements, representations, warranties and covenants in this Deed of Trust shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

[Remainder of Page Intentionally Left Blank]

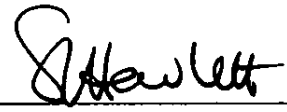
IN WITNESS WHEREOF, this Deed of Trust has been executed the date and year first above written.

TRUSTOR:

Maverik, Inc., a Wyoming corporation, individually and doing business as Maverik Country Store

By: 


Michael Call
President

By: 

Spencer C. Hewlett
Secretary

TRUSTEE:

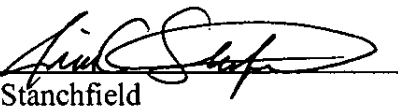
Zions First National Bank, a national banking association, not in its individual capacity but solely as trustee

By: 

Jim C. Stanchfield
Vice President

BENEFICIARY:

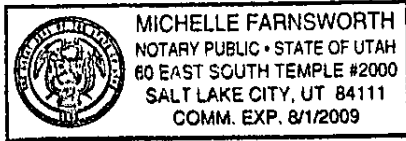
Zions First National Bank, a national banking association

By: 

Jim C. Stanchfield
Vice President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of April, 2008, by Michael Call and Spencer C. Hewlett, President and Secretary, respectively, of Maverik, Inc., a Wyoming corporation, individually and doing business as Maverik Country Store.

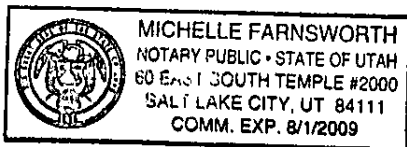


Michelle Farnsworth

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of April, 2008, by Jim C. Stanchfield, Vice President of Zions First National Bank, a national banking association, not in its individual capacity but solely as trustee.



Michelle Farnsworth

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of April, 2008, by Jim C. Stanchfield, Vice President of Zions First National Bank, a national banking association, in its capacity as Beneficiary.



Michelle Farnsworth

NOTARY PUBLIC

EXHIBIT A

Deed of Trust with Assignment of Rents
(Store #262, Salt Lake County, Utah Property)

Tax Parcel Identification No.: 20-01-480-020-0000, 20-12-226-004-0000, 20-01-480-021-0000

Legal Description:

West Valley 262
4690 South 4800 West
West Valley, Utah

Legal Description:

Beginning at a Point which is the Southeast corner of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 0°0'40" West 233.0 feet; thence West 233.0 feet; thence South 0°0'40" East 233.0 feet; thence East 233.0 feet to beginning. Less 33 feet on the East and on the South for right of way purposes. Property situated in West Valley City, Salt Lake County, State of Utah.