

WHEN RECORDED, RETURN TO:

United States Department of the Treasury
c/o Darla Fink, Revenue Officer
Internal Revenue Service
50 South 200 East
Salt Lake City, Utah 84111

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04/06/2010 01:23 PM \$32.00
Book - 9816 Pg - 142-152
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
INTERNAL REVENUE SL
50 S 200 E
MAIL STOP 5114
SLC UT 84111
BY: KSR, DEPUTY - WI 11 P.

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust"), made this 30th day of March, 2010, between SAM WELLER'S BOOKS, INC., a Utah corporation, formerly known as SAM WELLER'S ZION BOOK STORE, INC., whose address is 254 South Main Street, Salt Lake City, UT 84101, TRUSTOR; FIRST AMERICAN TITLE COMPANY, a Utah corporation, as TRUSTEE, whose address is 560 South 300 East, Salt Lake City, UT 84111; and UNITED STATES DEPARTMENT OF THE TREASURY, c/o Darla Fink Revenue Officer, whose address is Internal Revenue Service, 50 South 200 East, Salt Lake City, UT 84111, as BENEFICIARY,

15-01-280-058

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as secured party, a security interest in the following-described real and personal property:

A. **Real Property.** Trustor's fifty percent (50%) right, title, interest and estate in and to the following-described real property in Salt Lake County, Utah (the "Property"), more commonly known and referred to as The David Keith Building:

PARCEL #1: COMMENCING at the Southeast Corner of Lot 8, Block 58, Plat "A", Salt Lake City Survey, and running thence North 1 foot; thence West 165 feet; thence South 133 feet; thence East 165 feet; thence North 133 feet to the point of BEGINNING.

COMBINING WITH: PARCEL #2: COMMENCING at a point 331 feet North of the Southeast corner of Lot 2, Block 58 Plat "A", Salt Lake City Survey, and running thence West 5 feet; thence South 133 feet; thence East 5 feet to a point due South of the point of beginning; thence North 133 feet to the point of BEGINNING.

RESULTING COMBINED DESCRIPTION:

COMMENCING at the Southeast Corner of Lot 8, Block 58, Plat "A", Salt Lake City Survey, and running thence North 1 foot; thence West 170 feet; thence South 133 feet; thence East 170 feet; thence North 133 feet to the point of BEGINNING.

B. **Buildings and Improvements.** All right, title, interest and estate of Trustor now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses and water rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

C. Permits and General Intangibles. All right, title, interest and estate of Trustor now or hereafter acquired, in and to:

(1) All permits, franchises, privileges, grants, consents, licenses, authorizations and approvals heretofore or hereafter granted by the United States, by the State of Utah or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities (including, without limitation, Salt Lake City and Salt Lake County, Utah) to or for the benefit of Trustor and utilized in connection with the operation of the improvements on the Property.

(2) All existing or hereafter acquired general intangibles of every nature, all tradenames, goodwill, licenses, marketing materials and all other intellectual property owned by Trustor and used in Trustor's business.

D. Tangible Personal Property. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to:

(1) All machinery, equipment, appliances, floor coverings, window coverings, fixtures and other articles of personal property of Trustor now owned or hereafter acquired by Trustor for use on the Property; and

(2) All parts, accessories and accessions to each and all of the foregoing and all substitutions and replacements thereof.

E. Tenements and Hereditaments. All right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

F. Awards. All right, title, interest and estate of Trustor in and to:

(1) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property or of any improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); and

(2) The proceeds of insurance paid on account of partial or total destruction of the improvements or any portion thereof.

G. **Rents and Issues.** All right, title, interest and estate of Trustor in and to all sale proceeds, rents, subrents, issues, royalties, income and profits of and from the Property or any portion of the Property.

H. **Utility Contracts.** All right, title and interest of Trustor in and to any and all contracts, agreements or commitments between Trustor and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the buildings, fixtures and other improvements constructed and to be constructed thereon, or to grant any such utility company access to or space in or on such property or improvements, whether now existing or entered into after the date hereof, including any security deposits or prepaid connection fees paid by Trustor, and any revenues derived by Trustor, under any such arrangement.

All of the foregoing is called the "Trust Estate."

FOR THE PURPOSE OF SECURING: (1) payment of all obligations now or hereafter arising pursuant to or otherwise related or connected to the Promissory Note, dated the same date as this Deed of Trust, executed by the Trustor (the "Note"), which Note evidences an indebtedness of Trustor to Beneficiary in the maximum principal sum of TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00) together with interest, costs, and expenses, as provided in the Note, payable to the order of Beneficiary at the times, and in the manner and with interest as set forth in the Note, together with any extensions, renewals, modifications, and future advances thereof or thereunder; (2) the performance of each agreement of Trustor contained in this Deed of Trust; (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, or the Note (collectively with any other document or instrument evidencing or securing such loan the "Loan Documents"), together with interest as provided in the Loan Documents; and (4) payment of all obligations under any other promissory note or evidence of indebtedness of Trustor in favor of Beneficiary upon the mutual agreement of Trustor and Beneficiary.

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

1. **Preservation of Trust Estate.** To keep the Trust Estate in good condition and repair; except to the extent necessary to prepare the Property for construction of the improvements on the Property (as contemplated by the Loan Documents), or otherwise except with the prior written approval of Beneficiary, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Trust Estate; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property

in violation of law; and to do all other acts which from the character or use of the Trust Estate may be reasonably necessary, the specific enumerations herein not excluding the general.

2. **Hazard and Liability Insurance.** To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property in the amounts and types as Beneficiary may reasonably require. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness secured by this Deed of Trust or to the restoration or repair of the Trust Estate. In the event of the foreclosure of this Deed of Trust or other transfer of title to the Trust Estate in extinguishment, in whole or in part, of the debt secured by this Deed of Trust, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.
3. **Evidence of Title.** To deliver to, pay for and maintain with Beneficiary until the indebtedness and other obligations secured by this Deed of Trust are paid and performed in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. **Defense of Title.** To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Trust Estate, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all court costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.
5. **Taxes and Assessments.** To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Trust Estate, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Trust Estate, if any; to pay, when due, all encumbrances, charges, and liens with interest on the Trust Estate or any part thereof, which at any time appear to be prior or superior to the lien of this Deed of Trust and have not been previously consented to in writing by Beneficiary; and to pay all costs, fees and expenses of this Trust.
6. **Repayment of Advances by Beneficiary.** To pay immediately upon written demand from Beneficiary all sums expended under this Deed of Trust by Beneficiary or Trustee with interest from date of expenditure at the rate specified in the Note until paid, the repayment of which shall be secured by this Deed of Trust.
7. **No Further Encumbrances.** Not to create, permit or suffer to exist, and, at Trustor's expense, defend the Trust Estate and take such other action as is necessary to remove any lien, claim, charge, security interest or encumbrance in or to the Trust Estate, or any portion of the Trust Estate, other than (1) any liens and encumbrances of record as of the date of this Deed of Trust, (2) taxes and governmental impositions relating the Trust Estate assessed but not yet due for the then current year, and (3) other liens against the Trust Estate in favor of Beneficiary.

8. **No Conveyance of Property.** Not to sell, convey or alienate the Property or any portion thereof, or any interest therein to any person or entity, without the prior written consent of Beneficiary. In the event Trustor shall sell, convey or alienate all or any portion of the Property, or any interest therein, in violation of the foregoing, or be divested of title to the Property in any manner, whether voluntarily or involuntarily, then the entire principal indebtedness of the Note, and all other obligations of Trustor to Beneficiary secured by this Deed of Trust, irrespective of the maturity date expressed therein, at the option of Beneficiary, and without prior demand or notice, shall become immediately due and payable.

IT IS MUTUALLY AGREED THAT:

9. **Protection of Beneficiary's Rights in Trust Estate.** Should Trustor fail to make any payment or to do any act provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the Trust Estate, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the Trust Estate or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to the lien of this Deed of Trust and not previously consented to in writing by Beneficiary; and (d) in exercising any such power, incur any liability, expend whatever amounts in their absolute discretion they may deem necessary therefor, including cost of evidence of title, employment of counsel, and payment of reasonable counsel fees.
10. **Condemnation.** Should the Trust Estate or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Trust Estate, are hereby assigned to Beneficiary, who shall, after deducting therefrom all its expenses, including attorney's fees, apply the same to repair or restore the Property, or if Trustor and Beneficiary mutually agree, Beneficiary may apply the same to the indebtedness secured by this Deed of Trust. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.
11. **Actions by Trustee.** At any time, and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the Note for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness secured by this Deed of Trust, Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction on the Property; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge of this Deed of Trust; (d) grant any extension or modifications of the terms of the Note; (e) reconvey without warranty all or any part of the Trust Estate; (f) take other or additional security for the

payment of the obligations secured by this Deed of Trust. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of fact shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

12. **Insurance Proceeds and Awards.** The collection of the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Trust Estate, and the application or release thereof as described above, shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.
13. **Non-Waiver.** Failure on the part of Beneficiary to enforce promptly any right under this Deed of Trust shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured by this Deed of Trust after its due date shall not constitute a waiver of any other subsequent default.
14. **Default; Notice.** Time is of the essence hereof. A default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under the terms of this Deed of Trust or pursuant to any of the Loan Documents; the appointment of a receiver or a trustee for Trustor or Trustor's property; an assignment by Trustor for benefit of creditors; the insolvency of Trustor or the filing of a petition by or against Trustor in bankruptcy or pursuant to any law for the relief of debtors shall be events of default under this Deed of Trust. Unless otherwise expressly provided by the terms of this Deed of Trust or any other Loan Document, if an event of default occurs, Beneficiary shall give written notice of such occurrence to Trustor as follows: (a) Beneficiary shall not be required to give any notice to Trustor with respect to any regularly scheduled payment of principal or interest under the Note, however, in the event of any other monetary default, Trustor shall have fifteen (15) days following receipt of written notice from Beneficiary in which to cure such default; and (b) in the event of a nonmonetary default, Trustor shall have fifteen (15) days after receipt of written notice from Beneficiary specifying the nonmonetary default in which to effect a cure. However, if the nonmonetary default cannot reasonably be corrected within such fifteen (15) day period, Trustor shall have an additional thirty (30) days to remedy such nonmonetary default if Trustor notifies Beneficiary of the manner in which the nonmonetary default shall be cured and if appropriate corrective action is instituted within the initial fifteen (15) day period and is diligently pursued thereafter.
15. **Remedies.** If Trustor fails to cure a default following notice and lapse of the applicable cure period (as described above), Beneficiary, at Beneficiary's option, shall have the following nonexclusive, cumulative remedies:
 - a. **Acceleration.** Beneficiary may declare all sums secured by this Deed of Trust to be immediately due and payable;
 - b. **Exercise of Private Power of Sale.** Beneficiary may cause Trustee to execute a written notice of default and election to sell the Trust Estate to satisfy all obligations secured by this Deed of Trust;

- c. **Personal Property Remedies.** With respect to those portions of the Trust Estate that are personal property, Beneficiary may exercise any right available to Beneficiary as a secured party under the Utah Uniform Commercial Code as then in effect, or any other right available to Beneficiary under other applicable law;
 - d. **Rents.** Beneficiary may demand, receive and give remittances for any rents accruing from the Property, and apply the same against Trustor's obligations under this Deed of Trust, the Note or any of the other Loan Documents;
 - e. **Receiver.** Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, may apply to any court having jurisdiction over the subject matter to appoint a receiver for the Trust Estate;
 - f. **Foreclosure as a Mortgage.** Beneficiary may 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 incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court; and
 - g. **Remedies Under Loan Documents.** Beneficiary may exercise any remedy available to Beneficiary under the terms of any of the other Loan Documents.
16. **Trustee's Sale.** If Beneficiary elects to exercise the private power of sale granted under this Deed of Trust, Trustee shall file such notice for record in each county where the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Note and all documents evidencing expenditures secured by this Deed of Trust. After the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Trust Estate on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Trust Estate, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than three days beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Trust Estate so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the interest rate provided in the Note from date of expenditure; (d) all other sums then secured by this Deed of Trust; and (e) the remainder, if any, to the person

or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. **Surrender of Possession After Foreclosure.** Trustor agrees to surrender possession of the Trust Estate to the Purchaser at the Trustee's sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.
18. **Successor Trustee.** Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named in this Deed of Trust or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.
19. **Successors and Assigns, Interpretation.** This Deed of Trust shall apply to, inure to the benefit of, and bind Trustor, Trustee, Beneficiary, their heirs, legatees, devisees, administrators, executors, successors and permitted assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.
20. **Joint and Several Liability.** Trustor's covenants and agreements shall be joint and several.
21. **Acceptance by Trustee.** 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 of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.
22. **Governing Law.** This Deed of Trust shall be construed according to the laws of the State of Utah.
23. **Loan Charges.** Notwithstanding any provision in this Deed of Trust or in the Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the applicable laws of the State of Utah.
24. **Invalidity.** If any provision of this Deed of Trust should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.
25. **Request for Notice.** Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address set forth above.
26. **Sale or Transfer of Trust Estate.** If all or any part of the Trust Estate or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person), unless the sale or transfer is approved by Beneficiary (under the terms of the

Loan Documents), Beneficiary shall require immediate payment in full of all amounts owed under the Note and this Deed of Trust.

27. **Inspection of Trust Estate.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
28. **Hazardous Substances.** Trustor shall comply with applicable Environmental Laws and shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property which are not properly controlled, safeguarded and disposed of. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the Property.

Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. Beneficiary shall have the right, from time to time, during the continuance of this Deed of Trust, to acquire additional information about potential contamination of the Property by Hazardous Substances or about potential violation of Environmental Laws by inspecting the Property.

It shall be an event of default under this Deed of Trust if Hazardous Substance contamination is discovered on or in the Property, and Beneficiary shall have the option to declare all sums secured by this Deed of Trust immediately due and payable and to foreclose this Deed of Trust in the manner provided in this Deed of Trust.

Trustor shall indemnify, defend and hold Beneficiary harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Property, which Beneficiary may incur due to the making of the loan secured hereby, the exercise of any of Beneficiary's rights under this Deed of Trust, under any other Loan Document or otherwise. The foregoing indemnity shall apply: (a) whether or not the release of the Hazardous Substances was caused by Trustor, a tenant or subtenant of Trustor, or a prior owner or tenant of the Property; and (b) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Property. The obligations of Trustor under this paragraph 28 shall survive the foreclosure of this Deed of Trust, a conveyance in lieu of foreclosure, the repayment of the Loan proceeds and the release of the lien and encumbrance of this Deed of Trust.

As used in this paragraph 28, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene,

other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 28, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

29. **Access Laws.** Trustor makes the following covenants with Beneficiary with respect to Access Laws:

- a. Trustor and the Property shall at all times strictly comply with the requirements of all Access Laws. At any time, Beneficiary may require a certificate of compliance with the Access Laws and indemnification agreement in a form reasonably acceptable to Beneficiary. Beneficiary may also require a certificate of compliance from an architect, engineer or other third party acceptable to Lender.
- b. Notwithstanding any provisions set forth herein or in any security instrument, Trustor shall not alter or permit any tenant or other person to alter the Property in any manner which would increase Trustor's responsibilities for compliance with the Access Laws without the prior written approval of Beneficiary. In connection with such approval, Beneficiary may require a certificate of compliance with the Access Laws from an architect, engineer or other party acceptable to Beneficiary.
- c. Trustor shall give prompt written notice to Beneficiary of the receipt by Trustor of any claims of violation of any of the Access Laws and of the commencement of any proceedings or investigations which relate to compliance with the Access Laws.
- d. Trustor shall indemnify and hold harmless Beneficiary from and against any and all claims, demands, damages, costs, expenses, losses, liabilities, penalties, fines and other proceedings, including, without limitation, reasonable attorney fees and expenses arising directly or indirectly from or out of or in any way connected with any failure of the Property to comply with the Access Laws. The obligations and liabilities of Trustor under this subsection shall survive any termination, satisfaction, assignment, judicial or non-judicial foreclosure proceeding, or delivery of a deed in lieu of foreclosure with respect to this agreement, any security instrument and the Property.

As used in this paragraph 29, "Access Laws" means, collectively, the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, and any other federal, state or local laws or ordinances related to disabled access; or any statute, rule, regulation, ordinance, order of governmental bodies and regulatory agencies, or order or decree of any court adopted or enacted with respect thereto, as now existing or hereafter amended or adopted.

DATED effective as of the date first above written.

TRUSTOR:

SAM WELLER'S BOOKS, INC., a Utah corporation,
formerly known as SAM WELLER'S ZION BOOK
STORE, INC.

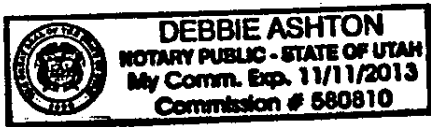


Tony Weller
Its: President

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

On this 30th day of March, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared TONY WELLER, known or identified to me to be the President of Sam Weller's Books, Inc., a Utah corporation, that executed the attached Development Agreement and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF: I have set my hand and affixed my official seal the day and year first above written.



Debbie Ashton
NOTARY PUBLIC

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