

WHEN RECORDED RETURN TO:

Commercial Loan Services  
AZ1-1125  
PO Box 71  
Phoenix, AZ 85001  
MNT 05044074-A  
# 34-216-0002

**Deed of Trust Amendment**



This Deed of Trust Amendment ("Amendment") is dated as of December 17, 2010, between GARFF PROPERTIES, LLC, whose address is 597 East 1000 South, American Fork, UT 84003 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 North Central Ave, 9<sup>th</sup> Floor, Phoenix, AZ 85004 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, N.A., as trustee for the benefit of the Beneficiary, a Deed Of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated December 7, 2005 and recorded on December 20, 2005 in Book 146956:2005, Page 1 of 13, Utah County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of American Fork, County of Utah, State of Utah:

All of Site 2, AMERICAN FORK AUTO MALL, American Fork, Utah,  
according to the official plat thereof, on file and of record in the office of  
the Utah County, Recorder

(the "Premises").

Commonly known as 597 East 1000 South, American Fork, Utah 84003.

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by a(n) Term Note, dated December 7, 2005, payable by GARFF PROPERTIES, LLC to the Beneficiary, in the principal sum of Four Million Seven Hundred Twenty-Two Thousand Eight Hundred Thirty-Two and 95/100 Dollars (\$4,722,832.95) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is amended to renew and increase the Original Extension of Credit, as evidenced by that certain Term Note, dated December 17, 2010, payable from GARFF PROPERTIES, LLC to the Beneficiary in the principal sum of Five Million One Hundred Twenty Thousand and 00/100 Dollars (\$5,120,000.00), including all extensions and renewals.
2. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.
3. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.


**4. Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.

**5. WAIVER OF SPECIAL DAMAGES.** THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**JURY WAIVER.** THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Trustor:**

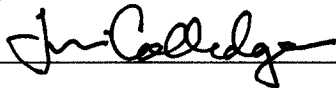
GARFF PROPERTIES, LLC

By: 

Robert H. Garff Managing Member  
Printed Name Title

**Beneficiary:**

JPMorgan Chase Bank, N.A.

By: 

Travis Colledge Vice President  
Printed Name Title

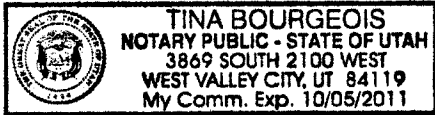
cly

ACKNOWLEDGMENT

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on 27 December, 2010, by Robert H. Garff

Given under my hand and notarial seal this 27<sup>th</sup> day of December, 2010.

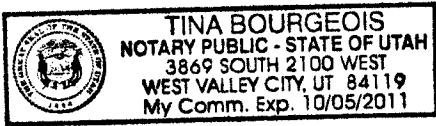


Oct 5, 2010, Notary Public  
My Commission expires: Tina Bourgeois

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on 23 December, 2010, by Travis Colledge

Given under my hand and notarial seal this 23 day of December, 2010.



Tina Bourgeois, Notary Public  
My Commission expires: Oct 5, 2010