

WHEN RECORDED MAIL TO:

U.S. Bank National Association
170 South Main Street, 6th Floor
Salt Lake City, Utah 84101
Attn: Nate Quist

12796837
06/22/2016 12:41 PM \$16.00
Book - 10686 Pg - 6767-6770
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
US BANK
PO BOX 5308
PORTLAND OR 97228
BY: SAA, DEPUTY - MA 4 P.

SPACE FOR RECORDER'S USE

**ASSUMPTION OF AND AMENDMENT TO LEASEHOLD TRUST DEED,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING**
(The District Theater Loan)

This Assumption of and Amendment to Leasehold Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing Amendment is executed by the undersigned in connection with that certain Leasehold Trust Deed, Assignment Of Rents, Security Agreement and Fixture Filing (the "*Trust Deed*") dated as of May 15, 2006, by Larry H. Miller Theatres, Inc., a Utah corporation, as Trustor, to Cottonwood Title Company, as Trustee, for the benefit of U.S. Bank National Association, as Beneficiary, which was recorded on May 23, 2006 as Entry No. 9731945 in Book 9297 at Page 9569 with the Salt Lake County Recorder, State of Utah.

The undersigned, Miller Family Real Estate, L.L.C., a Utah limited liability company ("*Assuming Trustor*"), has assumed all obligations under the Lease (as defined in the Trust Deed) and hereby assumes all obligations and liabilities as "Trustor" under the Trust Deed.

The Trust Deed is given in consideration of and as security for: (i) the payment of a loan by Beneficiary to Assuming Trustor evidenced by that certain Amended and Restated Promissory Note (the "*Note*") of approximately even date herewith executed by Assuming Trustor and payable to the order of Beneficiary in the stated principal amount of **\$10,403,408.14**, together with interest thereon and charges with respect thereto, and any and all advances now or hereafter made by Beneficiary under the terms and conditions of the Note, the Loan Agreement by and between Assuming Trustor and Beneficiary executed in connection with the Note (the "*Loan Agreement*") or the Trust Deed, and any and all renewals, replacements, amendments, modifications or extensions of the Note, the Loan Agreement or the Trust Deed; (ii) all of the terms, conditions, agreements, stipulations, covenants, and provisions of the Trust Deed, the Loan Agreement and any other agreement, document or instrument (and any and all renewals, replacements, amendments, modifications or extensions thereof) executed by Assuming Trustor in connection with the Note or the Loan Agreement, but excluding any environmental or hazardous substance indemnity, which shall remain unsecured obligations; (iii) all late charges, default interest, prepayment charges or premiums, loan fees, commitment fees and extension fees described in the Note or the Loan Agreement and all costs of collecting the indebtedness or other amounts evidenced by the Note or described in the Trust Deed or the Loan Agreement, including any and all costs and expenditures of a receiver in possession and reasonable attorneys' fees; (iv) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency

swap transactions, cross-currency rate swap transactions, currency options, fixed-price physical delivery contracts, whether or not exchange traded, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, including any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, including any such obligations or liabilities under any such master agreement; (v) payment of all sums advanced by Beneficiary to protect the Property, with interest thereon equal to the default rate as provided by the Note; (vi) Trustor's compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Property is bound or may be affected; and (vii) all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (a) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (b) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note. The Trust Deed shall also secure the payment and performance of any additional loans that may hereafter be made by Beneficiary to Assuming Trustor which are evidenced by a promissory note or notes or other writings stating that they are secured by the Trust Deed.

The Trust Deed shall remain valid and enforceable as amended hereby.

****Signature of Assuming Trustor on next page****

This Assumption of and Amendment to Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing is dated as of June 1, 2018.

“Assuming Trustor”

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

By: [Signature]
Name: Brad Holmes
Title: Authorized Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before this 1 of June, 2018 by Brad Holmes, the Authorized Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company, on behalf of such limited liability company.

Brenda K. Hardy
NOTARY PUBLIC
Residing at Sandy, UT

My Commission Expires: 1-17-2022

Residing at: Sandy, UT



Exhibit A

Legal Description

A part of the Southwest quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the East Line of the Bangerter Highway being 1199.40 feet North 0° 00' 42" East along the quarter section line; and 1974.09 feet North 89° 59' 18" West from the South quarter corner of said Section 20; and running thence South 89° 59' 18" East 1360.59 feet; thence South 0° 00' 42" West 573.00; thence North 89° 59' 18" West 642.74; thence North 84° 59' 59" West 80.50 feet; thence North 89° 59' 18" West 617.64 feet to the East Line of the Bangerter Highway; thence North 2° 00' 49" West 566.35 feet along said East line to the point of beginning.

Together with easements, rights and appurtenances as defined in that certain Operation and Easement Agreement between Target Corporation, and The District, dated January 24, 2005, recorded January 27, 2005, as Entry No. 9283656, In Book 9087, at Page 8410, in the official records of Salt Lake County.

The following is shown for information purposes only: Tax ID No.'s: Part of 27-20-301-015; Part of 27-20-351-004; 27-20-351-010; 27-20-351-011; 27-20-376-010; Part of 27-20-376-011; Part of 27-20-376-029; and Part of 27-20-376-041

1451950.01