



When Recorded, Mail To:
King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attention: Sheryl Kass, Esq.
F-81489 W

E# 2528326 PG 1 OF 21
ERNEST D ROWLEY, WEBER COUNTY RECORDER
25-May-11 11:19 AM FEE \$50.00 DEP LF
REC FOR: FOUNDERS TITLE COMPANY
ELECTRONICALLY RECORDED

UTAH

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**
(Collateral is or may include Fixtures)

Dated as of: April 25, 2011
in the amount of \$90,000,000.00

from
HEAT ASSET ACQUISITION CORP.,
having an office at:
103 Gamma Drive Extension, RDC-O'Hara Business Park,
Pittsburgh, Pennsylvania 15238
the Trustor,

TO

FOUNDERS TITLE COMPANY,
having an office at:
746 E. Winchester Street, Suite 100, Salt Lake City, Utah 84107,
the Trustee

for the benefit of

GENERAL ELECTRIC CAPITAL CORPORATION,
the Beneficiary,

Premises located at: 2150 North Rulon White Boulevard, Ogden, UT 84044

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") made as of April 25, 2011, by HEAT ASSET ACQUISITION CORP., a Delaware corporation having an office at 103 Gamma Drive Extension, RIDC-O'Hara Business Park, Pittsburgh, Pennsylvania 15238 ("Trustor"), to FOUNDERS TITLE COMPANY, a Utah corporation, having an office at 746 E. Winchester, Suite 100, Salt Lake City, Utah 84107 (the "Trustee"), for the benefit of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, having an office at 500 West Monroe Street, Chicago, Illinois 60661, in its capacity as agent on behalf of itself as a lender and for the Lenders as hereinafter defined (in such capacity, together with its successors and assigns, "Beneficiary" or "Agent").

**I.
RECITALS**

WHEREAS, Trustor is the owner and holder of fee simple title in and to all of that certain real property located in Utah (the "State"), and more fully described in Exhibit A attached hereto (the "Premises"), which Premises forms a portion of the Property described below;

WHEREAS, Chromalox Midco, Inc., Chromalox, Inc. and the other persons designated as Credit Parties (collectively, the "Credit Parties") entered into that certain Credit Agreement, dated as of March 18, 2011 (as the same may be further amended, restated, modified or otherwise supplemented and in effect from time to time, hereinafter the "Credit Agreement"), by and among the Credit Parties, Agent and each of the Lenders signatory thereto from time to time (the "Lenders"), under which the Lenders agreed to make available to the Credit Parties certain loans and other financial accommodations. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Credit Agreement; and

WHEREAS, Trustor wishes to provide further assurance and security to the Agent and the Lenders and pursuant to the Credit Agreement, the Agent and the Lenders are requiring that Trustor grant to Trustee, for the benefit of Agent, on behalf of the Lenders, a security interest in and a first mortgage lien upon the Property (as hereinafter defined), subject to the Permitted Liens, to secure all of the Obligations under the Credit Agreement, this Deed of Trust and the Loan Documents.

**II.
THE GRANT**

NOW, THEREFORE, in order to secure the payment of the Obligations (the "Secured Indebtedness") Trustor, as hereinafter provided, hereby transfers, warrants, conveys, and assigns in trust to the Trustee, its successors and assigns, with power of sale, for the benefit of Beneficiary, its successors and assigns, and upon proper recordation in the appropriate records, this Deed of Trust creates a security interest in, Trustor's estate, right, claim and interest in and to the Premises, together with all of Trustor's estate, right, claim and interest in and to the

following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily (the Premises and the following described rights, interests, claims and property are collectively referred to as the "Property"):

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"), together with any and all personal property now or hereafter owned by Trustor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of Trustor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of Trustor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority granted to Beneficiary pursuant to Section 3.8 hereof;

(e) all right, title and interest of Trustor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Trustor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Trustor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of Trustor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of Trustor under any contracts executed by Trustor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of Trustor in and to all tangible personal property ("Personal Property") now or hereafter owned by Trustor and located in, on or at the Premises or the Improvements and used or useful in connection therewith, including, without limitation:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all fixtures now or hereafter owned by Trustor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and

(j) all the estate, interest, right, title or other claim or demand which the Trustor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Property unto the Trustee and his heirs, successors and assigns, for the benefit of Beneficiary and its successors and assigns, forever in fee simple.

IN TRUST, to secure the payment in full and the performance of the Secured Indebtedness.

PROVIDED, HOWEVER, that upon payment in full and performance of all Secured Indebtedness (other than any indemnification or other contingent obligations of Trustor under any Loan Document that by its terms survives payment in full of the Secured Indebtedness), then the Property shall be automatically released from the Liens created in favor of the Beneficiary under this Deed of Trust, as such release is expressly contemplated by the terms of the Credit Agreement. Beneficiary shall, at the request and expense of Trustor, satisfy this Deed of Trust (without recourse and without any representations and warranties), and the estate, right, title and interest of Beneficiary in the Property shall immediately cease, and upon payment to Beneficiary of all costs and expenses incurred for the preparation of the release hereinafter referenced and all recording costs if allowed by law, Beneficiary shall promptly release this Deed of Trust and the Lien hereof by proper instrument.

III. GENERAL AGREEMENTS

3.1 Payment of Indebtedness.

Trustor and the other Credit Parties shall pay when due all amounts owing in respect of the Secured Indebtedness at the times and in the manner provided in the Credit Agreement, the Notes, this Deed of Trust, or any of the other Loan Documents.

3.2 Impositions.

Unless such matter is being contested in good faith in accordance with Section 4.7 of the Credit Agreement, Trustor shall pay prior to delinquency, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Trustor's interest therein.

3.3 Payment of Impositions by Beneficiary.

Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Beneficiary is hereby authorized to make or advance, in the place and stead of Trustor, any payment relating to Impositions in accordance with the terms of the Credit Agreement. Beneficiary may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Beneficiary is further authorized to make or advance, in place of Trustor, unless such matter is being properly contested by Trustor in accordance with Section 4.7 of the Credit Agreement, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.3, whenever, in Beneficiary's judgment and discretion, such advance is necessary to protect the full security intended to be created by this Deed of Trust. All such advances and indebtedness authorized by this Section 3.3 shall constitute Secured Indebtedness and shall be

repayable by Trustor upon demand with interest at the default rate under Section 1.3(c) of the Credit Agreement (the "Default Rate").

3.4 Condemnation and Eminent Domain.

Upon receipt of notice of same, Trustor shall give Beneficiary prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property, and shall deliver to Beneficiary copies of any and all papers served upon Trustor in connection with any such proceeding. Beneficiary (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and to be represented therein by counsel of its own choice, and Trustor will deliver, or cause to be delivered to Beneficiary such instruments as may be reasonably requested by it from time to time to permit such participation. Trustor hereby assigns, transfers and sets over unto Beneficiary the entire proceeds of any and all Awards resulting from any Taking and Beneficiary is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances; provided, however, such Award or payment shall be applied in accordance with Section 1.8(c) of the Credit Agreement.

3.5 Restoration.

In the event there shall be a Taking or casualty loss, and Trustor elects or, pursuant to the Credit Agreement, is required to cause the Award to be applied to restore, repair or replace the Property ("Restoration"), Beneficiary shall disburse such Award in accordance with disbursement procedures reasonably acceptable to Beneficiary, including, without limitation, such procedures as are customarily utilized by construction lenders to insure the lien free completion of construction projects. No such Award shall be disbursed unless the following conditions are satisfied promptly upon the occurrence of the casualty loss or Taking (but in no event later than one hundred eighty (180) days following such occurrence):

- (a) Agent shall have received and approved complete plans and specifications for the Restoration;
- (b) Agent shall have received and approved a construction contract for the work of Restoration with a contractor acceptable to Agent;
- (c) Agent shall have received copies of all permits and approvals required in connection with the Restoration;
- (d) Agent shall be satisfied that the amount of the insurance proceeds or Award actually received are sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Agent); and
- (e) Agent shall be satisfied that after the Restoration is completed, the value of the Property, upon completion of the Restoration, will equal or exceed such value immediately prior to the applicable casualty loss or Taking.

3.6 Intentionally Omitted.**3.7 Prohibited Liens; Prohibited Transfers.**

(a) Except as otherwise permitted in Section 5.1 of the Credit Agreement, Trustor shall not create, suffer, or permit to be created or filed against the Property any Lien superior or inferior to the lien created by this Deed of Trust.

(b) Except as otherwise provided in Section 5.2 of the Credit Agreement, Trustor may not sell, lease or convey all or any part of the Property or any interest therein.

3.8 Assignment of Leases and Rents.

(a) All right, title, and interest of Trustor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Beneficiary. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Beneficiary shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Deed of Trust.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) Beneficiary shall have the rights and powers as are provided herein, (ii) this Deed of Trust shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Beneficiary without proof of the Event of Default, and (iii) Beneficiary shall have the authority, as Trustor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Trustor and to bind Trustor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(c) If Trustor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then Beneficiary may perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Beneficiary in complying with such covenants, agreements, and provisions shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

(d) Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Trustor shall and does hereby agree, except to the extent of Beneficiary's gross negligence or willful misconduct, to indemnify and hold the Beneficiary harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Beneficiary incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Beneficiary, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

(e) Notwithstanding any other provision contained herein Beneficiary's and Trustor's rights and obligations with respect to Leases and Rents shall be governed by the Utah Uniform Assignment of Rents Act, Utah Code Annotated Section 57-26-101 *et seq.*

3.9 Uniform Commercial Code.

(a) This Deed of Trust secures the payment of all Secured Indebtedness now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, ordinary course settlement payments, termination payments, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise, in each case, to the extent set forth therein, and subject to the terms and conditions of the Loan Documents. Without limiting the generality of the foregoing, this Deed of Trust secures, as to the Trustor, the payment of all amounts that constitute Secured Indebtedness and would be owed by Trustor to any Lender under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Trustor.

(b) This Deed of Trust is both a real property mortgage and a "security agreement" within the meaning of the UCC of the State where the Property is located (as same may be amended from time to time, the "Code"). The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Property. Any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate, including all replacements thereof, additions thereto and substitutions therefor, shall collectively be referred to as the "Personal Property Collateral." Trustor by executing and delivering this Deed of Trust has granted and hereby grants to Beneficiary, as security for the Secured Obligations, a security interest, subject to Permitted Liens, in the Property, including, but not limited to the Personal Property Collateral, to the full extent that the Property may be subject to the Code. Upon its proper recording in the appropriate records, this Deed of Trust shall be effective as a financing statement filed or recorded as a fixture filing. For this purpose the following information is included: (i) Trustor is the "Debtor" with the address set forth on the first page hereof; (ii) the Beneficiary is the "Secured Party" with the address set forth on the first page hereof; (iii) this document and any security interest granted herein covers goods which are or are to become fixtures; and (iv) the organization identification number of the Debtor is 3460623.

(c) At any time after an Event of Default has occurred and shall be continuing, Beneficiary shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Beneficiary hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Beneficiary, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

(d) The Trustor hereby directs that the Beneficiary shall cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the

State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of Beneficiary's lien upon the Personal Property Collateral.

3.10 Releases.

Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Beneficiary may release from the lien created hereby all or any part of the Property, or release from liability any person obligated to repay any of the Obligations, without affecting the liability of any party to any of the Notes, this Deed of Trust, or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Beneficiary may agree with any liable party to extend the time for payment of any part or all of the Obligations. Such agreement shall not in any way release or impair the lien created by this Deed of Trust or reduce or modify the liability of any person or entity obligated personally to repay the Obligations, but shall extend the lien created by this Deed of Trust as against the title of all parties having any interest in the Property.

3.11 Further Assurances.

Trustor agrees that, upon the request of Beneficiary from time to time, it will, at Trustor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Deed of Trust.

IV.

EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default.

The occurrence of an "Event of Default," as such term is defined in the Credit Agreement, shall constitute an "Event of Default" under this Deed of Trust. The Secured Indebtedness shall be subject to acceleration upon the occurrence and continuance of an Event of Default.

4.2 Foreclosure and Remedies.

Upon the occurrence and during the continuation of an Event of Default, Beneficiary shall have the right to completely or partially foreclose the lien hereof for the Secured Indebtedness or any part thereof and/or exercise any right, power or remedy provided in this Deed of Trust or any of the other Loan Documents. In the event of any foreclosure sale, the Property may be sold in one or more parcels. Beneficiary may bid for and acquire the Property or any part thereof at any sale made under or by virtue of this Deed of Trust and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of any Loans, Secured Indebtedness or any other liabilities after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Beneficiary is authorized to deduct under this Deed of Trust or applicable law. Notwithstanding any other provision contained herein, foreclosure of the lien hereof shall occur in accordance with the applicable law of the State.

4.3 Sale of Personal Property Collateral.

Upon the occurrence and during the continuation of an Event of Default, at the request of the Beneficiary, the Personal Property Collateral shall be sold concurrently with and in conjunction with a sale of the Premises, in which case the provisions of Section 4.2 hereof shall apply to the Personal Property Collateral as well as to the Premises. Trustor stipulates and agrees that a sale of the Personal Property Collateral in conjunction with the Premises is a commercially reasonable manner of disposing of the Personal Property Collateral. Alternatively, upon the occurrence and during the continuation of an Event of Default, the Beneficiary may sell or otherwise dispose of the Personal Property Collateral separately and apart from the Premises in the time and manner provided by the Code. To the extent that the Code shall require prior notice of sale or other disposition of the Personal Property Collateral, twenty (20) days written notice shall be deemed to be reasonable notice. Upon the occurrence and during the continuation of an Event of Default, Beneficiary also may (a) require Trustor to, and Trustor hereby agrees that Trustor will at Trustor's expense and upon request of Beneficiary forthwith, assemble all or part of the Personal Property Collateral as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to the parties; and (b) sell the Personal Property Collateral or any part thereof in one or more parcels at public or private sale for cash or credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable. Beneficiary shall not be obligated to make any sale of the Personal Property Collateral regardless of a notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

4.4 Remedies Cumulative and Non-Waiver.

(a) No remedy or right of Beneficiary hereunder or under the Notes, or any of the Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Beneficiary. All obligations of Trustor, and all rights, powers and remedies of Beneficiary shall be in addition to, and not in limitation of, those provided by law or in the Notes or contained in any of the Loan Documents or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

(b) Beneficiary may elect to subordinate this Deed of Trust to all or only selected Leases, as determined or selected by Beneficiary in its sole and absolute discretion, and to foreclose this Deed of Trust subject to all Leases or such selected Leases. However, Beneficiary's election not to foreclose this Deed of Trust subject to all Leases or selected Leases will not be, or be asserted by Trustor to be, a defense to any proceedings instituted by Beneficiary to collect the indebtedness hereby secured or to collect any deficiency remaining

unpaid after the foreclosure sale of the Property or any portion thereof. Otherwise, any foreclosure sale of the Property or any portion thereof pursuant to this Deed of Trust, without further notice, shall create the relation of landlord and tenant at sufferance between the purchaser and Trustor or any person holding possession of the Property through Trustor. Upon the failure of Trustor or any such person to surrender such possession immediately upon the purchaser's written request, Trustor or such person may be removed by a writ of possession obtained by the purchaser in any court then having jurisdiction and venue.

4.5 Expenses.

In any proceeding to foreclose or partially foreclose the lien of this Deed of Trust, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of Beneficiary in the protection of the Property and the exercise of Beneficiary's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as Beneficiary may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All such expenses shall be due and payable by Trustor upon demand with interest thereon at the Default Rate.

4.6 Beneficiary's Performance of Trustor's Obligations.

Following the occurrence of an Event of Default and during the continuance thereof, Beneficiary, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Credit Agreement or any other Loan Document which is required of Trustor (whether or not Trustor is personally liable therefor) in any form and manner deemed expedient to Beneficiary; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Indebtedness, and shall become due and payable upon demand and with interest thereon at the Default Rate. Beneficiary, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of

construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Beneficiary may deem appropriate and may enter into such contracts therefor as Beneficiary may deem appropriate or may perform the same itself.

4.7 Right of Possession.

Following the occurrence of an Event of Default and during the continuance thereof, Trustor shall, immediately upon Beneficiary's demand, surrender to Beneficiary, and Beneficiary shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. Beneficiary may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Trustor or the then owner of the Property relating thereto. Beneficiary may exclude Trustor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Trustor or such owner, or in its own name Beneficiary may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. Beneficiary shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Trustor.

4.8 Application of Income Received by Beneficiary.

Beneficiary, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Beneficiary may determine: (i) to the payment of the operating expenses of the Property including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; (iii) to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Credit Agreement, with interest thereon as provided herein or in the other Loan Documents; and (iv) in accordance with Section 1.10(c) of the Credit Agreement.

4.9 Appointment of Receiver.

If an Event of Default has occurred and is continuing, to the full extent permitted by law, Beneficiary, without regard to the value, adequacy or occupancy of the Property as security for the Secured Indebtedness, shall be entitled as a matter of right if it so elects to the appointment of a receiver ("Receiver"), either ex parte or upon prior notice to Trustor, to enter upon and take possession of the Property, and to collect and apply the Rents in the manner it deems appropriate or as the court otherwise may direct. Any such Receiver shall have all the usual powers and duties of receivers in similar cases. This Deed of Trust shall secure the expenses, including without limitation Receiver's fees, attorney's fees, costs and agent's compensation, which are incurred pursuant to the powers herein contained. The right to enter,

take possession of, manage and operate the Property, and collect the Rents, whether by Receiver or otherwise, shall be cumulative to any other right or remedy and may be exercised concurrently therewith or independently thereof. Beneficiary or Receiver, as the case may be, shall be liable to account only for such rents, income and other benefits actually received by Beneficiary or Receiver. Notwithstanding the appointment of Receiver or any other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to, Beneficiary and/or the Lenders.

4.10 Rescission of Notice of Default.

Beneficiary (on behalf of the Lenders) may from time to time rescind any notice of default or notice of sale before any foreclosure sale as provided above, by executing and delivering to Trustor a written notice of such rescission, which such notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustor, as above provided, other declarations or notices of default to satisfy the obligations of this Deed of Trust or the obligations secured hereby, nor otherwise affect any provision, covenant or condition of any Loan Document or any of the rights, obligations or remedies of Beneficiary or the Lenders hereunder or thereunder.

4.11 Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.5 above; second, to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Credit Agreement, with interest thereon as provided herein or in the other Loan Documents; and third, in accordance with Section 1.10(c) of the Credit Agreement.

4.12 Insurance Upon Foreclosure.

In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Deed of Trust, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory.

4.13 Waiver of Statutory Rights.

Trustor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, and Trustor hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Deed of Trust, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Trustor further waives any and all rights of homestead, dower, elective or distributive share and redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Deed of Trust, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Deed of Trust; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.

4.14 Effect of Judgment.

The obtaining of any judgment by Beneficiary and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the Lien of this Deed of Trust upon the Property or any part thereof, or any Liens, powers, rights and remedies of Beneficiary hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

4.15 Jury Trial Waiver.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR AND BENEFICIARY EACH HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS DEED OF TRUST.

4.16 Request for Notice.

Trustor hereby requests a copy of any notice of default and requests that any notice of sale hereunder be mailed to Trustor at the address referenced in Section 6.1 hereof. Otherwise, Beneficiary is not under any obligation to notify any person or entity of any action or proceeding of any kind in which Trustor, and/or Beneficiary shall be a party, unless brought by Beneficiary, or of any pending sale under any other mortgage or Deed of Trust.

V.

CONCERNING THE TRUSTEE

5.1 Acceptance by the Trustee.

The Trustee, by its acceptance hereof, covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and

hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by him in accordance with the terms hereof. The necessity of making an oath or giving a bond is hereby expressly waived.

5.2 Resignation of the Trustee.

The Trustee may resign at any time upon giving thirty (30) days' notice in writing to Trustor and to Beneficiary.

5.3 Removal of the Trustee.

(a) Beneficiary shall have the irrevocable power to remove the Trustee, and to appoint one or more additional or substitute trustees without notice and without specifying any reason therefore, provided that such substitute trustee meets the qualifications of a "Trustee" under the applicable State law. Such power of appointment of successor trustees may be exercised as often as and whenever Beneficiary deems it advisable, and the exercise of such power of appointment, no matter how often, shall not be exhaustion thereof. Trustor, for itself, its successors and assigns, and the Trustee herein named or that may be substituted hereunder, each expressly waives notice of the exercise of such power and any necessity of making oath or giving bond of any Trustee hereunder. Upon the recordation of such instrument or instruments of appointment, each trustee or trustees so appointed shall thereupon without any further act or deed or conveyance become fully vested with identically the same title and estate in and to the Premises, and with all the rights, powers, trusts, and duties of their, his or its predecessor in the trust hereunder, with like effect as if originally named the Trustee hereunder. No such substitute Trustee shall be required to give a bond for the faithful performance of their, his or its duties unless required to do so by Beneficiary.

(b) The term "Trustee" shall be construed to mean all persons or entities from time to time acting as the Trustee hereunder, whether the person or entity named initially as the Trustee, or one or more successors in the trust. All title, estate, rights, powers, trusts and duties hereunder given, or appertaining to or devolving upon Trustee shall be in each trustee hereunder so that any action hereunder or purporting to be hereunder of the original, or any successor, trustee shall for all purposes be considered to be, and be as effective as, the action of the Trustee.

**VI.
MISCELLANEOUS**

6.1 Notices.

Any notice or other communication required or permitted to be given under this Deed of Trust shall be given or sent, deemed received and otherwise governed in accordance with Section 4.3 of the Credit Agreement.

6.2 Time of Essence.

Time is of the essence of this Deed of Trust.

6.3 Covenants Run with Land.

All of the covenants of this Deed of Trust shall run with the land constituting the Premises.

6.4 GOVERNING LAW.

THIS DEED OF TRUST SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT TO THE EXTENT UTAH LAW NECESSARILY APPLIES BECAUSE THE PROPERTY IS LOCATED IN UTAH.

6.5 Severability.

If any provision of this Deed of Trust, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Deed of Trust shall be construed as if such invalid part were never included.

6.6 Non-Waiver

Unless expressly provided in this Deed of Trust to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

6.7 Attorney-in-Fact

Trustor hereby irrevocably appoints Beneficiary (on behalf of the Lenders) and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Trustor shall fail to do so within twenty (20) days after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Fixtures, personalty, plans and property agreements in favor of the Beneficiary of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers at such times as Beneficiary determines, in its sole discretion, that such action is necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists and is continuing, to perform any obligation of Trustor hereunder; however: (i) Beneficiary shall not under any circumstances be obligated to perform any obligation of Trustor; (ii) any sums advanced by Beneficiary in such performance shall be added to and included in the Secured Indebtedness and shall bear interest at the Default Rate; (iii) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (iv) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to take any action which it is empowered to take under this Section. For purposes of clarification, Beneficiary shall only

exercise the rights set forth in (a) through and including (d) above at the specific time set forth in the applicable section. This appointment shall not terminate on the disability of the Trustor.

6.8 Headings

The headings of sections and paragraphs in this Deed of Trust are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

6.9 Grammar

As used in this Deed of Trust, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

6.10 Successors and Assigns

This Deed of Trust shall be binding upon Trustor and Beneficiary, their respective successors, assigns, legal representatives, and all other persons or entities claiming under or through Trustor or Beneficiary (as applicable). The word "Beneficiary," when used herein, shall include each of: (i) the Agent in its capacity as a Lender and as Agent for the Lenders; and (ii) the Lenders, together with each of their successors, assigns and legal representatives.

6.11 Counterparts

This Deed of Trust may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Deed of Trust.

6.12 Beneficiary in Possession

Nothing contained in this Deed of Trust shall be construed as constituting Beneficiary a mortgagee in possession in the absence of the actual taking of possession of the Property.

6.13 Incorporation of Credit Agreement: No Conflicts

The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of Section 3.9 of this Deed of Trust and any security agreement, the terms and provisions of such security agreement shall control; in the event of a conflict between any other term or provision of this Deed of Trust and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

6.14 No Strict Construction.

The parties hereto have participated jointly in the negotiation and drafting of this Deed of Trust. In the event an ambiguity or question of intent or interpretation arises, this Deed of Trust shall be construed as if drafted jointly by the parties hereto and no presumption or

burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Deed of Trust.

6.15 Compliance with Applicable Law.

If any provision of this Deed of Trust shall grant to Beneficiary (including Beneficiary acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Deed of Trust, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Beneficiary or such receiver under Utah law in the absence of said provision, Beneficiary and such receiver shall be vested with the rights granted under Utah law to the full extent permitted by law.

6.16 Revolving Credit.

The maximum amount of principal to be secured at any one time is \$90,000,000.00 plus accrued interest and costs and fees relating thereto. This Deed of Trust is given to secure the payment and performance of the loans made to the Credit Parties on the date hereof and future advances under, among other things, a revolving credit facility. This Deed of Trust secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of the Lenders, or otherwise, and the lien securing such future advances shall relate to the date of this Deed of Trust and have the same priority as the lien securing loans made on the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time.

6.17 Variable Interest Rate.

The Secured Indebtedness bears interest at variable rate as provided in the Credit Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has duly signed and delivered this Deed of Trust as of the date first above written.

HEAT ASSET ACQUISITION CORP.,
a Delaware corporation

By: Edward Cumberledge
Name: Edward Cumberledge
Title: CEO

STATE OF PENNSYLVANIA)

County of Allegheny) :ss

On the 19th day of MAY, 2011, personally appeared before me EDWARD CUMBERLEDGE, who being by me duly sworn, did say that he is the Chief Financial Officer of HEAT ASSET ACQUISITION CORP., a Delaware Corporation and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said EDWARD CUMBERLEDGE, acknowledged to me that said corporation executed the same.

Jamie Slusar
Notary Public
Residing at: _____

My commission expires:
July 17, 2011

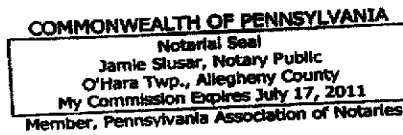


EXHIBIT A

LEGAL DESCRIPTION

Lot 34, Weber Industrial Park Subdivision, Plat "B", according to the Official Plat thereof, on file and of record in the Office of the Weber County Recorder, State of Utah.

The following is shown for information purposes only: Tax Parcel No: 19-064-0014 *cc*