

Prepared by and ~~return to~~:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311
14014990

Timothy W. Corrigan, Esquire
Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003

AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING FINANCING STATEMENT AND ASSIGNMENT OF RENTS, LEASES, INCOME AND PROFITS

Ent 506044 Bk 806 Pg 554 - 560
Date: 10-APR-2014 1:38:07PM
Fee: \$24.00 Check
Filed By: TD
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
FOR: OLD REPUBLIC NATIONAL TITLE INS

Store #	Address	County	State	Prop. Type
1 283	260 N. Main St, Moab, UT	Grand	UT	Fee

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING FINANCING STATEMENT AND ASSIGNMENT OF RENTS, LEASES, INCOME AND PROFITS (this "Amendment") is made and entered into as of the 24th day of March, 2014, by and between HOLLAND REAL ESTATE, LLC, a Colorado limited liability company, whose address is 1515 N. Academy Boulevard, Suite 400, Colorado Springs, CO 80909 ("Trustor"), and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, as Administrative Agent, whose mailing address is 600 Peachtree Street NE, GA1-006-06-44, Atlanta, Georgia 30308 (in such capacity, together with any successors and permitted assigns, "Beneficiary").

RECITALS:

A. Trustor executed a Deed of Trust, Security Agreement, Fixture Filing Financing Statement and Assignment of Rents, Leases, Income and Profits for the benefit of Beneficiary dated April 29, 2011 and recorded May 31, 2011 with the Grand County, Utah Recorder as Entry 498005 in Book 772 Page 329 encumbering the real property more particularly described on Exhibit A hereto (the "Deed of Trust").

B. Trustor and Beneficiary wish to amend the Deed of Trust.

NOW, THEREFORE, Trustor and Beneficiary hereby agree as follows:

1. The first recital of the Deed of Trust is hereby amended in its entirety to read as follows:

"WHEREAS, Trustor is indebted to Beneficiary and the other holders of the Obligations (as defined in the Credit Agreement (defined below)) (collectively, the "Loan") pursuant to the terms and conditions of (i) that certain Credit Agreement, dated of even date herewith, by and among Trustor, WENDY'S OF COLORADO SPRINGS, INC., a Colorado corporation, TRIWEST RESTAURANTS, LLC, an Arizona limited liability company, HOLLAND BUERK

ENTERPRISES, INC., an Ohio corporation, GREAT WESTERN RESTAURANTS, INC., a Colorado corporation, GC POWERS, LLC, a Colorado limited liability company, GREAT WESTERN CORRAL, LLC, a Colorado limited liability company, NORTHERN GC, LLC, a Colorado limited liability company, and ARIZONA RESTAURANT COMPANY, LLC, an Arizona limited liability company, as borrowers ("Borrowers"), Guarantors, Beneficiary and the Lenders party thereto, as amended by a First Amendment to Credit Agreement dated as of March 24, 2014 (as further amended, restated, consolidated or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement, unless otherwise defined herein), (ii) the Notes and (iii) the other Loan Documents; and"

2. The sentence immediately before Article I of the Deed of Trust is hereby amended in its entirety to read as follows:

"The maximum amount of Indebtedness secured hereby shall be Sixty-Two Million and No/100 Dollars (\$62,000,000.00), plus interest thereon, unpaid balances of advances made with respect to the Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Premises and all other costs which Beneficiary is authorized by this Deed of Trust or any other of the Loan Documents to pay on Trustor's behalf, all of which shall be secured by this Deed of Trust."

3. This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Deed of Trust.

4. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Deed of Trust shall remain in full force and effect, except as expressly provided herein.

5. From and after the execution of this Amendment by the parties hereto, each reference in the Deed of Trust to "this Deed of Trust", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Deed of Trust as amended by this Amendment.

6. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Utah.

Ent 506044 Bk 0806 Pg 0555

IN WITNESS WHEREOF Trustor and Beneficiary have executed this Amendment as of the day and year first above written.

TRUSTOR:

HOLLAND REAL ESTATE, LLC,
a Colorado limited liability company

By: 
Thomas J. Reinhard, Manager

[COMPANY SEAL]

BENEFICIARY:

BANK OF AMERICA, N.A.,
a national banking association,
in its capacity as Administrative Agent

By: _____
Name:
Title:

Ent 506044 Bk 0806 Pg 0556

IN WITNESS WHEREOF Trustor and Beneficiary have executed this Amendment as of the day and year first above written.

TRUSTOR:

HOLLAND REAL ESTATE, LLC,
a Colorado limited liability company

By: _____
Thomas J. Reinhard, Manager

[COMPANY SEAL]

BENEFICIARY:

BANK OF AMERICA, N.A.,
a national banking association,
in its capacity as Administrative Agent

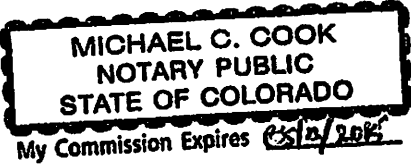
By: _____
Name: _____
Title: _____

Ent 506044 Bk 0806 Pg 0557

STATE OF COLORADO
COUNTY OF EL PASO

On this 16th day of March, 2014, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Manager of Holland Real Estate, LLC, a Colorado limited liability company and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization and said Thomas J. Reinhard acknowledged to me that said limited liability company has executed the same.

SEAL



[Handwritten Signature]
My Commission Expires: 05/2/2015

STATE OF _____
COUNTY OF _____

On this ___ day of March, 2014, _____ personally appeared before me, _____, who being by me duly sworn and affirmed, did say that he/she is the _____ of Bank of America, N.A., a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its organizational documents and said _____ acknowledged to me that said national banking association has executed the same.

SEAL

My Commission Expires: _____

STATE OF COLORADO
COUNTY OF EL PASO

On this ___ day of March, 2014, Thomas J. Reinhard personally appeared before me Michael C. Cook, who being by me duly sworn and affirmed, did say that he is the Manager of Holland Real Estate, LLC, a Colorado limited liability company and that said instrument was signed in behalf of said limited liability company by authority of its articles of organization and said Thomas J. Reinhard acknowledged to me that said limited liability company has executed the same.

SEAL

My Commission Expires: _____

STATE OF Georgia
COUNTY OF Fulton

On this 14th day of March, 2014, John Coppedge personally appeared before me, A. Chever, who being by me duly sworn and affirmed, did say that he/she is the SVP of Bank of America, N.A., a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its organizational documents and said John Coppedge acknowledged to me that said national banking association has executed the same.



A CHEVER
NOTARY PUBLIC
DeKalb County - State of Georgia
My Comm. Expires July 11, 2015

My Commission Expires: July 11, 2015

Ent 506044 Bk 0806 Pg 0559

Exhibit A

SITUATE IN THE COUNTY OF GRAND, STATE OF UTAH:

BEGINNING AT A CORNER ON THE EAST R-O-W OF MAIN STREET (HIGHWAY 191), SAID CORNER BEARS NORTH 0 DEG. 17' EAST 230.0 FEET FROM THE NORTHWEST CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, AND PROCEEDING THENCE WITH SAID R-O-W NORTH 0 DEG. 17' EAST 192.6 FEET (RECORD = 192.75 FEET) TO A CORNER, THENCE SOUTH 89 DEG. 54' EAST (RECORD = EAST) 188.75 FEET TO A CORNER, THENCE SOUTH 0 DEG. 17' WEST 324.0 FEET TO A CORNER ON THE NORTH R-O-W OF 200 NORTH STREET, THENCE WITH SAID R-O-W NORTH 89 DEG. 47' WEST 107.75 FEET TO A CORNER, THENCE NORTH 0 DEG. 17' EAST 130.7 FEET TO A CORNER, THENCE NORTH 89 DEG. 33' WEST 81.0 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

A PARCEL OF LAND IN THE NW 1/4 NE 1/4 SECTION 1, T26S, R21E, SLB&M, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N 45 DEG. 14' W 452.4 FT. FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF 200 NORTH AND 100 EAST STREETS, AND PROCEEDING THENCE WEST 8.7 FT. TO A CORNER, THENCE N 0 DEG. 17' E 56.1 FT., THENCE S 89 DEG. 54' E 8.7 FT., THENCE S 0 DEG. 17' W 56.1 FT. TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF WENDY'S SURVEY DATED 7-95 (BEARING = N 0 DEG. 17' E).

ALSO LESS THE FOLLOWING:

DESCRIPTION OF A PARCEL OF LAND IN SECTION 1, T26S, R21E, SLM, MOAB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST R-O-W OF MAIN STREET, SAID POINT BEARS N 0 DEG. 17' E FT. 230.0 FT. FROM THE NW CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, SECTION 1, T26S, R21E, SLM, AND PROCEEDING THENCE WITH THE EAST R-O-W OF MAIN STREET N 0 DEG. 17' E 2.3 FT., THENCE S 89 DEG. 33' E 81.0 Ft, THENCE S 0 DEG. 17' W 2.3 FT., THENCE. N 89 DEG. 33' W 81.0 FT. TO THE POINT OF BEGINNING.