

After recording return to:

Comerica Bank
Mail Code: 7578
39200 W. Six Mile Road
Livonia, MI 48152

16-011810-24

**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**

(Site 24, 755 North 500 West, Bountiful, UT)

(LHM Bountiful Chrysler Jeep)

06-037-0074

06-037-0132

06-037-0165

06-037-0106

06-037-0170

This AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (“**Amendment**”) is made as of June 5, 2017 by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company (“**Trustor**” and “**Borrower**”), 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and COMERICA BANK, a Texas banking association (“**Comerica Bank**,” which designation shall include successors and assigns), as Administrative Agent for the Lenders (as defined below), as beneficiary (in such capacity, the “**Agent**,” which designation shall include successors and assigns), 39200 Six Mile Road, Livonia, Michigan 48152; Attention: Commercial Loan Documentation, Mail Code 7578.

This Amendment amends that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of June 5, 2012 and recorded on June 12, 2012 as Instrument No. 2667005 (the “2012 Deed of Trust”), real property records of Davis County, Utah. The 2012 Deed of Trust remains in full force and effect, as modified hereby.

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement of approximately even date herewith (as the same may be amended or otherwise modified from time to time, the “**2017 Credit Agreement**”) made by and among Borrower, Agent, and the financial institutions named in and signatory to the 2017 Credit Agreement (individually a “**Lender**,” and any and all such financial institutions collectively the “**Lenders**”), the Lenders agreed to extend credit to Borrower in the aggregate principal amount of Two Hundred Seventy-Nine Million and No/100 Dollars (\$279,000,000.00), on the terms set forth in the 2017 Credit Agreement. Pursuant to the 2017 Credit Agreement, Borrower has executed certain promissory notes (the “**2017 Notes**”), evidencing the credit extended under the 2017 Credit Agreement. The 2017 Credit Agreement amends and restates (but does not extinguish) the indebtedness of Borrower under that certain Credit Agreement dated as of June 5, 2012 (as amended from time to time, the “**2012 Credit Agreement**”), by and among Borrower, Agent and the Lenders and the promissory notes (the “**2012 Notes**”) made pursuant thereto. The 2012 Credit Agreement amended and restated the indebtedness of Borrower under that Loan Agreement dated June 22, 2005 (the “**2005 Credit Agreement**”) between Comerica Bank and

Borrower, assigned, with the promissory notes (“**2005 Notes**”) made pursuant thereto, to Agent by Comerica Bank.

B. Trustor previously executed and delivered to Trustee, for the benefit of Agent and the Lenders, the 2012 Deed of Trust, creating a deed of trust lien on the “Real Property” described in Exhibit A attached thereto and a security interest in the Property described therein, as security for the obligations of Borrower to Agent and the Lenders, as described therein.

C. The liens, security agreements and assignments granted by Trustor for the benefit of Agent and the Lenders in the 2012 Deed of Trust continue in full force and effect as security for the indebtedness and the obligations of Borrower under the 2012 Credit Agreement, the 2012 Notes and other “Obligations Secured” (as defined in the 2012 Deed of Trust) (the “**Existing Obligations Secured**”).

D. As a condition to the performance of their respective obligations under the 2017 Credit Agreement, the Lenders and Agent have required that Trustor provide this Amendment to the 2012 Deed of Trust to reflect and add the Indebtedness of Borrower under the 2017 Credit Agreement and 2017 Notes as “Obligations Secured” by the 2012 Deed of Trust, upon the terms and conditions outlined in this Amendment. The 2012 Deed of Trust, as amended hereby, is referred to herein as this “**Deed of Trust**.” This Deed of Trust secures, and continues to secure, the Obligations Secured by the 2012 Deed of Trust, as amended hereby.

E. Agent is acting as Agent for the Lenders pursuant to Article 11 of the 2017 Credit Agreement.

F. Trustor is the record owner of the real property described in Exhibit A attached hereto.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of securing the Obligations Secured (as defined below), when due, whether by stated maturity, demand, acceleration or otherwise, Trustor and Agent agree as follows:

1. **Accuracy of Recitals.** Trustor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. **Amended Definitions.** From and after the date hereof, for all purposes under the Deed of Trust (as defined in Recital D) and under the Loan Documents (as defined in the 2017 Credit Agreement), (1) the term “**Deed of Trust**” shall mean the 2012 Deed of Trust as amended hereby, (2) the term “**Credit Agreement**” shall mean the 2017 Credit Agreement, and (3) the term “**Notes**” shall mean the 2017 Notes (as defined in the 2017 Credit Agreement). All capitalized terms used herein but not defined herein shall have the meanings given to such terms under the Credit Agreement.

3. **Amendment to Obligations Secured.** Article 1, Section 1 Obligations Secured of the Deed of Trust is hereby amended and restated in its entirety to read as follows (the

following obligations collectively referred to in the Deed of Trust as the “**Obligations Secured**” or, individually or collectively, the “**Indebtedness**”):

The payment and performance of all of the following:

1.1 All “Indebtedness” of Trustor (as defined in the Credit Agreement), including, without limitation, all obligations of Trustor arising under or in connection with the Credit Agreement and the Notes issued from time to time pursuant to the Credit Agreement, including the payment of all principal of and interest on the loans thereunder and all fees, expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by Trustor to Agent or the Lenders (or any of them) thereunder, and all present and future obligations of Credit Parties arising under or in connection with any of the other Loan Documents, but excluding the obligations arising under or in connection with the environmental Indemnity dated as of the date hereof made by Trustor in favor of Agent and the Lenders (as amended or otherwise modified from time to time, the “Environmental Indemnity”);

1.2 All obligations of Trustor for payment of all sums hereafter loaned, paid out, expended or advanced by or for the account of Agent or the Lenders (or any of them) under the terms of this Deed of Trust, the Credit Agreement, or the other Loan Documents, in connection with the Property (defined below) or any of the documents or instruments described in this Deed of Trust, the Credit Agreement or the other Loan Documents;

together with interest thereon as provided for herein or therein; and also as security for all costs (including, without limit, attorney fees) incurred by Agent or any Lender in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Property, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Property, or in pursuing its rights and remedies under this Deed of Trust, the Credit Agreement or the other Loan Documents; all costs (including, without limit, attorney fees) incurred by Agent or any Lender in connection with any suit or claim involving or against Agent and/or the Lenders in any way related to the Property, the Indebtedness or this Deed of Trust; all costs (including, without limit, attorney fees) of Agent or any Lender in collecting Indebtedness; all other Indebtedness, whether direct, indirect, absolute or contingent, owing to the Agent and the Lenders in any manner under the Credit Agreement or the Loan Documents, which hereafter become due, or that may hereafter be incurred to or acquired (pursuant to the Credit Agreement or the other Loan Documents) by the Lenders; and all replacements, consolidations, amendments, renewals or extensions of the foregoing (each of which modifications, replacements, consolidations, amendments, renewals or extensions shall enjoy the same priority as the initial loans made thereunder).

Subject to the Credit Agreement, and as part of the Obligations Secured, Trustor agrees to pay Agent, upon demand, all costs incurred by Agent and/or the

Lenders which constitute Indebtedness, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Deed of Trust to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

For avoidance of doubt, and notwithstanding any other provision of this Deed of Trust, the Environmental Indemnity and any similar indemnity provisions contained in this Deed of Trust or the other Loan Documents and relating to the subject matter contained in the Environmental Indemnity, are not secured by this Deed of Trust.

4. **Reserved.**

5. **Amendment to Section 7.4, Deed of Trust as Security Agreement and Affirmation of Grant of Security Interest.** Trustor hereby affirms the grant of a security interest in the Property as provided in Section 7.4 of the 2012 Deed of Trust and hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all items of Property covered by this Deed of Trust that consist of fixtures, as-extracted collateral, rights in action, accounts receivable and other personal property in which a security interest can be granted under the Uniform Commercial Code. This Deed of Trust is intended to be also a security agreement and a financing statement and, upon recording of this Deed of Trust in the real property records of Davis County, Utah, shall perfect the security interests created hereby in fixtures and as-extracted collateral (as such terms are defined in the Uniform Commercial Code). The last sentence of Section 7.4 Deed of Trust as Security Agreement and Financing Statement is hereby amended and restated in its entirety to read as follows:

“Uniform Commercial Code” means the Uniform Commercial Code, as amended or recodified from time to time, in effect in the State of Utah.

6. **Affirmation of Assignment of Leases and Rents.** Trustor hereby affirms the assignment of Leases and Rents (as such terms are defined in the 2012 Deed of Trust, with respect to the Real Property as defined herein) to Agent, under and on the terms of Article 4 of the Deed of Trust, and hereby assigns, transfers, and sets over to Agent for the benefit of the Lenders (i) the Rents, (ii) the Leases, all guaranties of any lessee’s obligations under the Leases, and any modifications or renewals of the Leases and such guaranties, (iii) any award or other payment to which Borrower may become entitled with respect to the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under the Leases, and (iv) all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent. Without limiting the foregoing, the term “Leases” shall include, among other Leases, that certain Lease Agreement dated November 1, 2016 (the “Miller Lease”) between Trustor and Larry H. Miller Company – Bountiful, L.L.C. dba Larry H. Miller Chrysler Jeep Dodge Ram Bountiful (the “Miller Lessee”) and the term “Rents”

shall include all lease and other payments owing to Trustor under and pursuant to the Miller Lease. Reference is made to that Subordination, Attornment and Non-Disturbance Agreement dated as of the date hereof, given by the Miller Lessee to Agent, for the benefit of the Lenders, and recorded in the real property records of Davis County, Utah.

7. **Replacement of Exhibit B, Permitted Exceptions.** Exhibit B of the Deed of Trust is hereby deleted in its entirety and is replaced with Exhibit B attached hereto, which is incorporated herein and made a part of this Deed of Trust. The term "**Permitted Exceptions**" as used in this Deed of Trust, and for all purposes of this Deed of Trust shall mean the exceptions listed in Exhibit B attached to this Amendment.

8. **Fees and Expenses.** Trustor shall pay all fees and expenses (including, but not limited to, recording fees, endorsement fees, and attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

9. **Effectiveness of Prior Instruments.** Except as amended by this Amendment, all terms and conditions contained in the 2012 Deed of Trust remain in full force and effect in accordance with its terms, including any reference in the 2012 Deed of Trust to future credit secured by the 2012 Deed of Trust; and nothing herein will affect the priority of the 2012 Deed of Trust. All representations and warranties contained in the 2012 Deed of Trust are hereby affirmed and confirmed as of the date hereof. All collateral previously provided to secure the 2005 Notes, the 2012 Notes and other Indebtedness continues as security for the 2017 Notes, other Indebtedness, and Trustor's obligations under this Deed of Trust. All guaranties given to guaranty obligations under the 2005 Notes, the 2012 Notes and other Indebtedness remain in full force and effect and continue to guaranty the 2017 Notes and all other Indebtedness. The 2017 Credit Agreement, and this Amendment, are amendments, not a novation, reflecting a modification to the underlying Obligations Secured. Nothing herein contained shall impair or otherwise affect the security interests and liens established under the 2012 Deed of Trust, which security interests and liens shall continue in full force and effect with all priorities unchanged.

10. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by Agent or any Lender of existing defaults by Trustor whether known or undiscovered. All agreements, representations and warranties made in the 2012 Deed of Trust as amended hereby shall survive the execution of this Amendment.

11. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

12. **Receipt of Copy.** Trustor hereby acknowledges the receipt of a copy of this Amendment together with a copy of each promissory note secured hereby.

13. **Transferable Record.** This Amendment is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Agent may, on behalf of Trustor, create a microfilm or optical disk or other electronic image of this Amendment that is an authoritative copy as defined in such law. Agent may store the authoritative copy of such

Amendment in its electronic form and then destroy the paper original as part of Agent's normal business practices. Agent, on its own behalf and on behalf of the Lenders, may control and transfer such authoritative copy as permitted by such law.

14. **Authorization.** Trustor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the organizational powers (as applicable) of Trustor and have been duly authorized by all necessary organizational action.


IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AMENDMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

TRUSTOR:

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

By: 

Scott Bates
President

AGENT/BENEFICIARY:

COMERICA BANK,
a Texas banking association

By: _____
Name: Steven J. Engel
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

TRUSTOR:

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

By: _____
Scott Bates
President

AGENT/BENEFICIARY:

COMERICA BANK,
a Texas banking association

By: Steven J. Engel
Name: Steven J. Engel
Title: Vice President

AGENT/BENEFICIARY NOTARIZATION

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 06 day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. ENGEL, known or proved to me to be a Vice President of COMERICA BANK, a Texas banking association, the person who subscribed said banking association's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said banking association, and that such banking association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public: Donna S Albrandt
Printed Name: Donna S Albrandt
My Commission Expires 6-14-20
DONNA S ALBRANDT
Notary Public - State of Colorado
Notary ID 20044012047
My Commission Expires Jun 14, 2020

**EXHIBIT A TO AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FINANCING STATEMENT**

LEGAL DESCRIPTION OF REAL PROPERTY

Tract A (657 North 500 West):

Beginning 74 rods North and 10 rods West from the Southeast corner of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, thence West 187.4 feet, thence Northerly 101.15 feet, more or less, to the North line of Grantors land; thence East 187.4 feet, more or less, to the point North of beginning, thence South 99 feet to the point of being.

The following is shown for information purposes only: 06-037-0074

Tract B (645 North 500 West):

Parcel 1:

Beginning 74 rods North and 10 rods plus 187.4 feet West from the Southeast Corner of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian, thence West 420.6 feet, more or less, to the East line of property conveyed to State Road Commission in 134-509; thence Northerly 106 feet, more or less, to the North line of Grantor's land, thence Easterly 420.6 feet, more or less, to a point North of the point of beginning, thence Southerly 101.15 feet to the point of beginning.

The following is shown for information purposes only: 06-037-0106

Parcel 2:

Beginning at a point 66 rods 32 feet North and 10 rods West from the Southeast Corner of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence West 240 feet; thence North 100 feet; thence East 240 feet to the West line of an existing Street thence South along said West line 100 feet to the point of beginning.

The following is shown for information purposes only: 06-037-0132

Parcel 3: (Record and New Description)

Record Legal:

Beginning at a point 66 rods North and 10 rods West from the Southeast corner of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence West 654 feet, more or less, to the East line of the property conveyed to the State Road Commission in Book 141 at Page 6; thence Northerly 140 feet; more or less, along said Easterly side line, which is arc of a 7519.49 foot radius curve to the right to the North line of Grantors land; thence East 404.0 feet; thence South 100.0 feet; thence East 240.0 feet; thence South 32.0 feet to the point of beginning.

New Description:

Beginning at a point on the West line of 500 West Street which is North 008'37" West 1089.00 feet along the section line and South 8928'36" West 168.90 feet from the East Quarter corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah said point is also the Northeast Corner of Lot 21, Evergreen Acres Subdivision and running thence North 8937'12" West 663.35 feet along the North line of said Evergreen Acres Subdivision to the East right of way line of 1-15 as conveyed in Book 141, Page 6 of Davis County Recorders Office; thence North 1804'31" East 138.56 feet along said line; thence South 8937'12" East 381.23 feet to a point which is North 8937'12" West 240.00 feet from the West line of 500 West; thence South 022'48" West 100.00 feet; thence South 8937'12" East 240.00 feet to the West line of 500 West Street; thence South 022'48" West 32.00 feet along said street to the point of beginning.

The following is shown for information purposes only: 06-037-0170

Tract C (837 North 500 West)

Beginning at a point on the West line of 500 West Street, said point being North 00°08'30" West 1320.30 feet along the section line, and South 89°51'30" West 166.82 feet from the East quarter corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 0°22'48" East 923.77 feet along the centerline of 500 West Street, and North 89°37'12" West 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street and running thence North 89°37'12" West 586.12 feet to a point on the Easterly right of way line of Interstate 15; thence along said Easterly right of way line the following (2) courses: North 20°20'01" East 225.10 feet more or less and North 21°35'58" East 128.80 feet more or less; thence South 89°37'12" East 462.69 feet to the West line of 500 West Street; thence South 00°22'48" West 331.65 feet to the point of beginning.

The following is shown for information purposes only: 06-037-0165

**EXHIBIT B TO AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FINANCING STATEMENT**

PERMITTED EXCEPTIONS

1. Taxes for the year 2017 are now a lien, but not yet due.
2. Said property is included within the boundaries of Weber Basin Water, Mosquito Abatement, Bountiful Water, South Davis Sewer and South Davis Metro Fire Service Area, and is subject to the charges and assessments thereof.

The following affects Tract A
3. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
Grantor: Ernest M. Smith and Marjorie R. Smith
Grantee: UT AH POWER AND LIGHT COMPANY
Recorded: October 15, 1958
Entry No.: 181889
Book/Page: 151/213
4. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
Grantor: Ernest M. Smith and Marjorie Smith
Grantee: South Davis Sewer Improvement District
Recorded: February 25, 1964
Entry No.: 263958
Book/Page: 287/239

The following affects Tract B
5. The terms, conditions, and limitations as contained in that certain Resolution No. 2004-212 establishing and organizing the South Davis Recreation Special Service District recorded September 14, 2004 as Entry No. 2017602, in Book 3623 at Page 1144 of official records.
6. **UNRECORDED LEASE**
Lessee: Reagan Outdoor Advertising
Dated: June 14, 1994
Disclosed by: Notice of Claim of Interest
Note: said lease purports to contain a right of first refusal
(06-037-0170)

That certain Notice of Interest dated September 20, 2001 , and recorded September 21, 2001, as Entry No. 1690870, in Book 2891, at Page 669, of Official Records, wherein Reagan Outdoor Advertising claims an interest by reason of an unrecorded lease and right of first refusal
7. **UNRECORDED LEASE**
Lessee: Reagan Outdoor Advertising
Dated: June 14, 1994
Disclosed by: Notice of Claim of Interest
Note: said lease purports to contain a right of first refusal
(06-037-0106 & 06-037-0132)

That certain Notice of Interest dated October 1, 2004 , and recorded October 1, 2004, as Entry No. 2021906, in Book 3636, at Page 864, of Official Records, wherein Reagan Outdoor Advertising claims an interest by reason of an unrecorded lease and right of first refusal

8. Subject to the 1-15 no-access line along the Westerly portion of subject property.
(06-037-0106 & 06-037-0170)
The following affects Tract C
9. Resolution No. 2004-212, establishing and organizing the South Davis Recreation Special Service District and the terms, conditions and limitations contained therein:
Recorded: September 14 2004
Entry No.: 2017602
Book/Page: 3623/1145
10. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Hazel R. Young
Grantee: UT AH POWER AND LIGHT COMPANY
Dated: May 15, 1958
Recorded: October 15, 1958
Entry No.: 181890
Book/Page: 151/214
11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Thomas M. Argyle and Mary C. Argyle
Grantee: UT AH POWER AND LIGHT COMPANY
Dated: May 19, 1958
Recorded: October 15, 1958
Entry No.: 181891
Book/Page: 151/215
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Thomas M. Argyle
Grantee: South Davis County Sewer Improvement District
Dated: February 5, 1964
Recorded: February 25, 1964
Entry No.: 263956
Book/Page: 287/235
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Hazel R. Young
Grantee: South Davis County Sewer Improvement District
Dated: February 4, 1964
Recorded: February 25, 1964
Entry No.: 263957
Book/Page: 287/237
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Rex M. Roberts and Josephine R. Roberts
Grantee: Davis County Sewer Improvement District
Dated: January 28, 1964
Recorded: February 25, 1964
Entry No.: 263959
Book/Page: 287/241
15. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: Miller Family Real Estate, L.L.C.
Grantee: PacifiCorp, an Oregon corporation
Dated: August 5, 1998
Recorded: September 16, 1998
Entry No.: 1439340
Book/Page: 2357/1192
16. Outdoor Advertising Structure Lease Agreement and the terms, conditions and limitations contained therein:
Recorded: June 1, 1984

Entry No.: 673743
Book/Page: 992/751

17. Notice of Claim of Interest and the terms, conditions and limitations contained therein:
Recorded: November 19, 1996
Entry No.: 1288028
Book/Page: 2065/1106

The following affects all Tracts

18. DEED OF TRUST:
Trustor: Miller Family Real Estate, L.L.C., a Utah limited liability company
Trustee: Founders Title Company
Beneficiary: Comerica Bank, a Texas banking association, as Administrative Agent
Amount: \$280,000,000.00, plus interest
Dated: June 5, 201
Recorded: June 12, 2012
Entry No.: 2667005
Book/Page: 5541/215