

After recording return to:

Debra Piazza
Montgomery Little & Soran, PC
5445 DTC Parkway, Suite 800
Greenwood Village, CO 80111

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6/12/2012 11:40:00 AM \$57.00
Book - 10025 Pg - 5172-5195
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 24 P.

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

(Secures Future Advances)
(Site 22-10852 S. State St., Sandy, UT)
(LHM Used Car Supermarket)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") is made as of June 5, 2012, by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company (hereinafter referred to as "Borrower"), 9350 South 150 East, Suite 1000, Sandy, Utah 84070, to FOUNDERS TITLE COMPANY (hereinafter referred to as "Trustee"), 746 East Winchester Street, Suite 100, Salt Lake City, Utah 84107, for the use and benefit of COMERICA BANK, a Texas banking association ("Comerica Bank," which designation shall include successors and assigns), as Administrative Agent for the Lenders (as defined below) (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.

RECITALS

1. Pursuant to that certain Credit Agreement dated the same date as this Deed of Trust (as amended or otherwise modified from time to time, the "Credit Agreement") by and among Borrower, Comerica Bank as Agent, and the financial institutions which are named in and are signatories to the Credit Agreement (the "Lenders"), the Lenders have agreed to extend credit to Borrower up to the principal amount of Two Hundred Eighty Million and 00/100 Dollars (\$280,000,000.00) on the terms set forth in the Credit Agreement.

2. The indebtedness is evidenced by the Credit Agreement and certain promissory notes of Borrower executed and delivered to the Lenders from time to time (as amended, modified, replaced and restated from time to time, the "Notes").

3. As a condition to their respective obligations under the Credit Agreement, the Lenders and Comerica Bank, as Agent for the Lenders, have required Borrower to provide this Deed of Trust to Agent, as Agent for the Lenders, granting various security interests, liens and other encumbrances

as security for the obligations of Borrower under the Notes, the Credit Agreement and the other Loan Documents.

4. Comerica Bank is acting as Agent for the Lenders pursuant to Section 11.1 of the Credit Agreement.

IN CONSIDERATION of the principal sum of all advances made to Borrower under the Credit Agreement and the Notes, including future advances as provided under the Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing when due, whether by stated maturity, demand, acceleration or otherwise, the Indebtedness (as defined below), Borrower hereby:

A. Irrevocably grants, bargains, sells, conveys and assigns unto the Trustee IN TRUST, WITH POWER OF SALE, the real property situated in the County of Salt Lake, State of Utah and more fully described in Exhibit A attached hereto and made a part hereof (the "Real Property");

B. TOGETHER WITH all right, title, and interest of Borrower in and to all buildings and improvements now located or hereafter to be erected upon the Real Property (all hereinafter referred to as the "Building"), and all right, title, and interest of Borrower, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys adjoining the Real Property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to the Real Property;

C. TOGETHER WITH all the right, title, and interest of Borrower in and to all existing and future, machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever, now or at any time hereafter attached to the Building or any part thereof, including, without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, fans, blowers, vents, switchboards, electrical equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, compressors, vacuum cleaning systems, call systems, water fountains, refrigeration equipment, fire prevention and extinguishing apparatus (or any other safety equipment required by governmental regulation), security systems, appliances, building materials, electric signs, shades, venetian blinds, awnings, screens, partitions, draperies, carpeting, and maintenance equipment of every nature whatsoever, including machinery and equipment for general maintenance, telephone equipment, furniture and data processing equipment and peripherals (all of the equipment described in this Paragraph C is hereinafter referred to as the "Building Equipment"). It is agreed that the Building Equipment shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and encumbered by this Deed of Trust.

D. TOGETHER WITH all rents, accounts, accounts receivable, issues, royalties, profits, revenues, incomes, and other benefits of and from the Real Property and any other property subject to the lien of this Deed of Trust, and that portion of any and all bank accounts and similar accounts

containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Borrower in and to the same and every part and parcel thereof;

E. TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Agent, and of the reasonable attorneys' fees, costs, and disbursements incurred by Agent in connection with the collection of such award or payment, and Borrower shall execute and deliver from time to time such further instruments as may be requested by Agent to confirm such assignment to Agent of any such award or payment;

F. TOGETHER WITH all existing and future goods located on the Real Property which are now or in the future owned by Borrower and attached to the Real Property or are to be used in any construction on the Real Property but which are not effectively made real property under Paragraph B or Section 7.4 hereof, including but not limited to all appliances, carpeting, draperies, building service equipment, building materials, supplies and equipment which are, or will be, attached or affixed to the Real Property or any Building;

G. TOGETHER WITH all existing and future contract rights now or in the future owned by Borrower in connection with the operation and occupancy of the Real Property, the Building, or the Building Equipment;

H. TOGETHER WITH all existing and future general intangibles directly relating to the development or use of the Real Property or the Building, including but not limited to all governmental permits relating to construction on the Real Property, all existing and future names under or by which the Real Property or the Building may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and software;

I. TOGETHER WITH all existing and future water stock relating to the Real Property, all existing and future rights to oil, gas, minerals, and geothermal resources under, through, upon, or appurtenant to the Real Property, all existing and future shares of stock or other evidence of ownership of any part of the Real Property that is owned by Borrower in common with others, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property, and all other "as-extracted collateral;"

J. TOGETHER WITH all water and water rights of any type which are appurtenant to the premises or which are or may be used on or in connection with the Real Property at the present time or at any time hereafter, including, but not limited to, the following: adjudicated water rights and decrees and priorities therefor; unadjudicated water rights and appropriations; rights in water from tributary and non-tributary sources, whether surface or underground; conditional water rights;

rights existing under well permits issued by the State Engineer or its equivalent; rights and permits in designated groundwater basins; rights in non-tributary groundwater existing by virtue of land ownership; all rights, shares or allotments of water in ditch companies, conservancy districts, or other water distribution organizations and all shares of stock or other instruments evidencing a right to such water; all aboriginal rights, pueblo rights, reserved rights, and other rights not derived from state law; all rights claimed under contract, exchange, or plans for augmentation; all ditches, canals, reservoirs, pipelines, tunnels, wells, and other structures for diverting and conveying water, and all rights of way and easements therefor. It is the express intention of the parties to this Deed of Trust that this Paragraph is to operate independently of and in addition to any description of particular water rights which may be included elsewhere in this document;

K. TOGETHER WITH all right, title, and interest of Borrower in and to any bank accounts, security deposits, and any and all other amounts held as security under any leases or subleases now or hereafter outstanding on the Real Property (such leases and subleases are hereinafter referred to as the "Leases");

L. TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging (the Real Property, Building, Building Equipment, interests, privileges, and appurtenances described in Paragraph A through Paragraph L hereof being hereinafter referred to as the "Property"), and WARRANTS THE TITLE TO THE SAME with the exceptions shown on Exhibit B attached hereto and made a part hereof;

M. This Deed of Trust constitutes a financing statement filed as a fixture filing under the Utah Uniform Commercial Code, covering any Property which now is or later may become a fixture attached to the Real Property or any Building.

TO HAVE AND TO HOLD the same, IN TRUST, NEVERTHELESS, for the purpose of securing:

ARTICLE 1

1 OBLIGATIONS SECURED

1.1 The payment and performance of all obligations under the Credit Agreement and any Notes issued thereunder, including the payment of all principal and interest thereon, and all fees expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by Borrower;

1.2 The payment of all sums expended or advanced by Agent or any Lender pursuant to the terms of this Deed of Trust, or any other instrument now in existence or hereafter executed in connection with the Notes or the Credit Agreement; and

1.3 The performance of every obligation, covenant, and agreement of Borrower arising under or in connection with the Notes, the Credit Agreement (including all "Indebtedness" as defined therein), this Deed of Trust, or any other instrument now in existence or hereafter executed in connection therewith. (The Notes, the Credit Agreement, this Deed of Trust, and other instruments are hereinafter collectively referred to as the "Loan Documents").

1.4 All of the foregoing obligations secured by this Deed of Trust, individually or collectively, are referred to in this Deed of Trust as the "Indebtedness".

ARTICLE 2

2 COVENANTS OF BORROWER

2.1 Repayment of Indebtedness. Borrower shall pay when due the principal of and interest on the Indebtedness, and all other sums due pursuant hereto, and shall perform each and every agreement and condition contained in the Notes, the Credit Agreement, this Deed of Trust and the other Loan Documents.

2.2 Payment of Taxes and Assessments. Borrower shall pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property (the "Impositions").

2.3 Preservation of Lien Priority.

(a) The lien of this Deed of Trust is and shall be maintained as a valid first lien on the Property. Borrower shall not, directly or indirectly, create or suffer or permit to be created or stand against all or any part of the Property or against the rents, issues, profits, or income therefrom, any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust. However, nothing in this Deed of Trust shall require Borrower to pay any Impositions prior to the time they become due and payable or require Borrower to pay any Imposition so long as Borrower contests the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (i) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (ii) Borrower has posted security with Agent in a form and in an amount satisfactory to Agent which Agent shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Borrower shall keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Building. If any such lien is recorded against the Property, Borrower shall post a bond, as provided by statute, or discharge the same of record within thirty (30) days after such lien is recorded. Borrower shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust or would constitute grounds for the termination by any lessee or sublessee of any Lease.

(b) All property of every kind acquired by Borrower after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Borrower shall do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Agent may reasonably require in order to confirm the lien of this Deed of Trust on the Property, and Borrower shall pay all fees for filing or recording such instruments.

(c) If any action or proceeding is instituted to evict Borrower or to recover possession of the Property or for any other purpose affecting this Deed of Trust or the lien of this Deed of Trust, Borrower shall deliver to Agent a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served in such action or proceedings, immediately after Borrower receives them.

2.4 Insurance.

(a) Borrower, at its sole expense, shall keep and maintain constantly during the time any of the Indebtedness remains outstanding, with companies authorized to do business in Utah and reasonably satisfactory to Agent, the following:

(i) Insurance in an amount not less than the full replacement value of the Building (without regard to depreciation) or the amount of the Indebtedness outstanding, whichever is greater, insuring against loss or damage by fire or other risks included from time to time in what is commonly called extended coverage insurance;

(ii) Personal liability, comprehensive general public liability and property damage, vandalism, and malicious mischief insurance in such form and in an amount not less than \$1,000,000 naming Comerica Bank, as Agent of the Lenders, as an additional insured as its interest may appear;

(iii) Flood insurance if required by the Flood Disaster Protection Act of 1973 and regulations issued thereunder; and

(iv) Such other insurance coverages as may be reasonably required by Agent from time to time.

(b) All insurance policies required by this Deed of Trust shall contain a standard noncontributory lenders' loss payable clause in favor of Comerica Bank, as Agent for the Lenders, and to the extent available a waiver of subrogation rights. All insurance policies shall provide that Comerica Bank shall be named as a loss payee, as Agent for the benefit of the Lenders, as its interest may appear, of all claims, and that such policy shall not be canceled without at least thirty (30) days' prior written notice to Agent.

(c) Upon the execution of this Deed of Trust, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring insurance policies required by this Section, Borrower shall deliver to Agent originals or certificates of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Agent of such payment.

(d) Borrower and Agent shall adjust with the insurance companies the loss, if any, under any policies required by this Deed of Trust in the case of any particular casualty resulting in damage or destruction. The proceeds of any such insurance shall be payable to Agent to be applied in accordance with the terms of Section 2.5 hereof.

(e) Approval by Agent of any insurance policy obtained or delivered pursuant to this Section shall not be deemed a representation by Agent as to the adequacy of coverage of such policy or the solvency of the insurer.

(f) If Borrower fails to procure, pay the premium of, or deliver to Agent any of the insurance policies or renewals as required herein, Agent may elect, for the benefit of the Lenders, but shall not be obligated, to effect such insurance and pay the premiums. Borrower shall pay to Agent, for the benefit of the Lenders, on demand any premiums so paid with interest thereon at a per annum rate equal to the then applicable Base Rate (as defined in the Credit Agreement) plus three percent (3%) (the "Default Rate") from the time of Agent's payment, and said advance and interest shall be secured by this Deed of Trust.

(g) If Agent acquires title to the Property in any manner, it shall thereupon (as between Borrower and Agent) become the sole and absolute owner of all insurance policies required by this Section, with the sole right to collect and retain all unearned premiums thereon, and Borrower shall be entitled only to a credit, in reduction of the then outstanding Indebtedness, in the amount of the short-rate cancellation refund.

2.5 Casualty. Borrower shall promptly give written notice to Agent of fire or other casualty to the Property. Regardless of the amount of any damage or destruction and whether or not the insurance proceeds, if any, are sufficient for the purpose, Borrower shall, at its sole cost and expense, restore, repair, replace, rebuild, or alter such Property as nearly as possible to its value, condition, and character immediately prior to such damage or destruction, or make such changes or alterations as Agent approves in writing. So long as no Default or Event of Default has occurred and is continuing, and subject to Section 3.8(c) of the Credit Agreement, all Insurance Proceeds (as defined in the Credit Agreement) paid to Agent on account of such damage or destruction shall be applied to payment of the costs of such restoration, repair, replacement, rebuilding, or alteration, including the cost of temporary repairs or of the protection of the Property pending the completion of permanent restoration, repair, replacement, rebuilding, or alteration (hereinafter collectively referred to as the "Restoration"), with any Insurance Proceeds remaining thereafter to be applied to repay the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement. If a Default or Event of Default has occurred, such Insurance Proceeds shall be applied to repay the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement. If the insurance proceeds are applied

to the payment of the costs of the Restoration, Agent may make such payments from time to time as such Restoration progresses in the manner and pursuant to whatever terms and conditions Agent deems reasonable.

2.6 Condemnation. If all or any part of the Property is taken in condemnation proceedings or by exercise of any right of eminent domain, or by conveyance in lieu of condemnation (hereinafter collectively called "Proceedings"), Borrower and Agent shall have the right to participate in any Proceedings at Borrower's expense, including reasonable attorneys' fees, notwithstanding any provisions in any other documents now in existence or hereafter executed. Any resulting award or proceeds shall be deposited with Agent, for the benefit of the Lenders, and distributed in the manner set forth in this Section. The parties agree to execute any and all further documents that may be required in order to facilitate collection of any award or awards and the making of any such deposit. If title to the whole or any portion of the Property is taken in condemnation proceedings or by agreement between Borrower and Agent and those authorized to exercise such right, then the Condemnation Proceeds (as defined in the Credit Agreement) shall be applied to the Indebtedness in accordance with Sections 2.8 and 3.8 of the Credit Agreement.

2.7 Maintenance of Property. Borrower shall not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Borrower at its sole cost and expense shall maintain the Property and the landscaping, sidewalks, curbs, and vaults adjoining the Building in good condition and make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. No improvements may be removed, demolished, or materially altered without the prior written consent of Agent, which consent shall not be unreasonably withheld or delayed. All repairs shall be equal in quality and class to the original work. No personal property used in connection with the Property in which Agent has a security interest may be removed from the Property, with the exception of inventory and operating equipment of tenants, unless it is immediately replaced by similar property of at least equivalent value on which Agent will immediately have a valid first lien and security interest.

2.8 Compliance. Borrower shall comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to the Property, the landscaping, sidewalks, curbs, and vaults adjoining the Property, or to the use or manner of use of the Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements. Borrower and the use of the Property shall comply with all conditions, covenants, restrictions, easements, rights of way, licenses and other agreements or instruments affecting the Property.

2.9 Cost of Defending Title to Property. If Agent is made a party to any action affecting this Deed of Trust or the title to the Property, Agent may at its option defend such action. Furthermore, in the event of any actions or proceedings affecting this Deed of Trust or title to the Property, Agent may, at its option, elect to participate or join in any such actions or proceedings. If Agent elects to so defend or participate, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Property, shall become part of the Indebtedness and be secured by this Deed of Trust.

2.10 Due on Sale or Transfer; Acceleration. The full principal amount of all advances under the Credit Agreement and the Notes and all Indebtedness and obligations secured by this Deed of Trust, irrespective of the maturity date expressed therein, at the option of Agent, and without demand or notice, shall immediately become due and payable, and such Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, if Borrower without the prior written consent of Agent:

(a) voluntarily or involuntarily sells, assigns, transfers, leases with option to purchase, disposes of, or encumbers, or agrees to sell, assign, transfer, lease with option to purchase, dispose of, or further encumber, all or any portion of or any interest in the Property, including, but not limited to, any development rights, air rights, or similar rights;

(b) changes or alters, or allows to be changed or altered, in any way whatsoever the effective control of the Property by Borrower; or

(c) is divested of title to all or part of the Property in any manner, whether voluntarily or involuntarily.

2.11 Waiver of Right to Marshall Assets. Borrower, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to have the Property and any other property now or hereafter constituting security for the Indebtedness marshalled upon any foreclosure of the lien of this Deed of Trust. Agent shall have the right to order the Trustee to sell the Property as a whole or in separate parcels.

2.12 Zoning and Private Covenants. Borrower shall not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or denying the uses of all or any part of the Property without Agent's prior written consent, nor shall Borrower consent to or permit the Property to be included in any special district with the authority to tax or assess the Property. If the use of all or any part of the Property is or becomes a nonconforming use under applicable zoning provisions, Borrower shall not cause or permit such use to be discontinued or abandoned without Agent's prior written consent.

2.13 Alterations. Without Agent's prior written consent, which consent shall not be unreasonably withheld or delayed, Borrower shall not engage in any major construction, addition, alteration, expansion, or extension of the Building or any other improvements on the Property, or consent to or permit any such construction, addition, alteration, expansion, or extension.

2.14 Further Acts. Borrower shall do and perform all acts necessary to keep valid and effective the charges and lien hereof, to carry into effect its objective and purposes, and to protect the lawful owner of the Notes and the other Indebtedness. Promptly upon request by Agent, Borrower shall execute, acknowledge, and deliver to Agent such other and further instruments as in the reasonable opinion of Agent may be necessary to correct and defect, error, or omission which may be discovered in any of the Loan Documents or otherwise effect the intent of this Deed of Trust.

2.15 Environmental Requirements. Without limiting the generality of Section 2.8 above, Borrower shall keep the Property in material compliance with all Environmental Requirements. The term "Environmental Requirements" as used herein shall mean all applicable federal, state and local laws and regulations relating to pollution control and environmental contamination, including, but not limited to:

(i) All laws and regulations governing the generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Materials and all laws and regulations with regard to recordkeeping, notification and reporting requirements respecting Hazardous Materials. The term "Hazardous Materials" as used herein shall mean:

(A) materials defined as "hazardous substances," "hazardous wastes," "hazardous constituents" or "solid wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601-9657, and any amendments thereto and regulations thereunder;

(B) materials defined as "hazardous wastes" under the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6987, and any amendments thereto and regulations thereunder; and

(C) all other materials and substances which are now or hereafter prohibited or controlled under any federal, state or local laws and regulations relating to pollution control and environmental contamination.

(ii) All laws and regulations governing the generation, treatment, storage, discharge or disposal of wastewaters as provided for under the Federal Clean Water Act, as amended, 33 U.S.C. §§1251-1376, and any amendments thereto and regulations thereunder.

(iii) All laws and regulations governing the generation, treatment, emission or discharge of atmospheric pollutants as provided for under the Federal Clean Air Act, as amended, 42 U.S.C. §§7401-7642, and any amendments thereto and regulations thereunder.

(iv) All laws and regulations relating to Asbestos. The term "Asbestos," as used herein, shall mean actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, and also any waste which contains commercial asbestos including asbestos mill tailings, control device asbestos waste, friable asbestos waste material, and bags or containers that previously contained commercial asbestos, as set out in the Code of Federal Regulations, 40 Protection of Environment, Revised July 1, 1981.

(v) All laws and regulations governing the collection, treatment, handling, disposal, discharge, storage, transportation, or removal of polychlorinated biphenyls (PCB's), chlorofluorocarbons, and any "new" chemicals as provided for under the Federal Toxic Substances and Control Act, 15 U.S.C. §§2601-2629, and any amendments thereto and regulations thereunder.

Borrower shall clean to a level reasonably satisfactory to Agent any contamination from Hazardous Materials at the Property existing from time to time, including, without limitation, any contamination of the air, soil, groundwater or surface waters associated with or adjacent to the Property. Borrower shall keep the Property free of any lien imposed pursuant to any of the Environmental Requirements and shall pay immediately when due the costs of remedying Hazardous Material contamination and the costs of complying with any of the Environmental Requirements. Borrower shall notify Agent within seventy-two hours of any release of Hazardous Materials at the Property that could form a basis for any claim, demand or action by any party. In the event that Borrower fails to discharge any of its obligations pursuant to this Section, Agent may take whatever action it deems necessary or advisable to free the Property from any Hazardous Materials or comply with the Environmental Requirements (in which case Borrower shall give Agent and its agents and its employees access to the Project to respond to such conditions relating to Hazardous Materials). The cost of any such action shall be added to the Indebtedness and secured by this Deed of Trust and other Loan Documents (regardless of whether such cost causes the outstanding balance of the Indebtedness to be in excess of the maximum principal commitment amount thereof). Agent shall have the right to conduct an environmental audit of the Property at any time at which Agent reasonably believes such audit to be advisable, and Borrower shall cooperate in the conduct of and pay for such environmental audit.

2.16 Indemnification. Borrower agrees to indemnify, defend, protect and hold Agent and the Lenders harmless against any and all losses, costs, damages, liabilities, expenses (including attorneys' fees and expenses), obligations, fines, penalties, judgments, and charges that they may sustain as a result of or in connection with:

(a) the failure by Borrower, or any of Borrower's tenants or predecessors in title to the Property, to perform any of its, or their, obligations pursuant to any of the Environmental Requirements;

(b) the breach of any of the warranties and representations contained in Article 3 or of any of the representations or covenants contained in Article 4 of this Deed of Trust; or

(c) the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property (including any building, structure, or equipment thereon) of any Hazardous Materials.

The indemnification contained in this Section shall be a full recourse obligation of Borrower for which Borrower shall have joint and several personal liability notwithstanding any exculpation or exculpation from liability contained herein or in any of the Loan Documents. The indemnification contained in this Section shall survive payment of the Indebtedness and performance of all other obligations under this Deed of Trust and the other Loan Documents.

2.17 Guarantors. Borrower hereby authorizes Agent, at its sole discretion and without notice to or consent of Borrower, to disclose to any of the Guarantors any information, financial or otherwise, which Agent may possess concerning Borrower. Borrower shall indemnify and hold harmless Agent and the Lenders from any liability arising out of the furnishing of such information, including, but not limited to, any liability arising out of the inaccuracy of all or any portion of such information. Agent shall have no obligation, however, to disclose any such information to any of the Guarantors.

2.18 Notification of Default. Borrower, or its successors or assigns, including but not limited to any subsequent owner of the Property, shall notify Agent of the occurrence of any Event of Default under this Deed of Trust, the Credit Agreement, the Notes, or any of the other Loan Documents, or the occurrence of any event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder or thereunder.

ARTICLE 3

3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties under the Credit Agreement. Borrower restates the representations and warranties set forth in the Credit Agreement, which are hereby incorporated in this Deed of Trust by reference.

3.2 Taxes Paid. Borrower has paid (or established adequate reserves for the payment of) all taxes, assessments, contributions, fees, and other governmental charges (other than those which are currently being or may hereafter be contested in good faith in accordance with the provisions of Section 2.3(a)) upon the Property. No tax liens have been filed against any assets of Borrower.

3.3 Access. The Property is and will be contiguous to streets or roads or highways to be adequately completed and maintained, and vehicular and pedestrian access from the Property is and will be permitted to any such streets or roads or highways.

3.4 Condemnation. To the best of Borrower's knowledge, no condemnation or eminent domain proceeding has been commenced or threatened against the Property. Borrower has not received a notice regarding any such proceedings.

3.5 Environmental Compliance. The Property currently complies with, and will continue to comply with, all of the Environmental Requirements.

3.6 Environmental Proceedings and Investigations. The Property is not subject to any judicial or administrative proceeding alleging the violation of any of the Environmental Requirements. The Property is not the subject of a federal or state investigation regarding Asbestos or evaluating whether any remedial action is needed to respond to a release of any hazardous or toxic waste, substance or constituent, or other substance into the environment.

3.7 Use of the Property. The Property is in a clean and healthful condition free of Asbestos and all other Hazardous Materials. Except for the incidental use of solvents, gasoline, motor oils, fluids and similar substances in the ordinary course of any motor vehicle sales or service business conducted on the Property, no Asbestos or Hazardous Materials have been or are placed, held, located, generated, treated, stored or disposed of on, under or at the Property, or any part thereof, and the Property has never been used as a disposal or storage site for any Hazardous Material. No underground storage tanks or surface impoundments are located on the Property.

3.8 Environmental Liens. No lien in favor of any governmental entity for any liability under any of the Environmental Requirements, or damages arising from or costs incurred by such governmental entity in response to Asbestos or to a release of a hazardous or toxic waste, substance or constituent, or other substance into the environment has been filed against or attached to the Property.

ARTICLE 4

4 ASSIGNMENT OF RENTS AND LEASES

4.1 Assignment of Rents. As additional security for the payment of the Indebtedness, Borrower hereby assigns, transfers, and sets over to Agent for the benefit of the Lenders: (i) the rents, profits, and income derived from the Property including all prepaid rent and security deposits (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.

4.2 License to Collect. Borrower reserves and Agent grants to Borrower a license to collect the Rents. If an Event of Default occurs, Agent may terminate such license without regard to

the adequacy of its security hereunder and without notice to or demand upon Borrower, and shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Agent obtains title to the Property through foreclosure or otherwise. Borrower hereby irrevocably authorizes and directs the lessees under the Leases, upon receipt of notice from Agent that an Event of Default has occurred, to pay thereafter all Rents directly to Agent, for the benefit of the Lenders. Upon the occurrence of an Event of Default, Agent may enforce its rights to the Rents by any appropriate civil suit or proceeding.

4.3 Mortgagee in Possession. Neither the foregoing assignment of Rents to Agent nor the exercise by Agent of any of its rights or remedies hereunder shall be deemed to make Agent, as Agent for the Lenders, or any Lender, a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Agent, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Agent or by agreement with Borrower, or the entering into possession of the Property by such receiver, shall not be deemed to make Agent or any Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

4.4 Further Assignments. Borrower shall not execute any further assignment of the Rents or suffer or permit any such assignment to occur by operation of law. Borrower shall at any time or from time to time, upon request of Agent, transfer and assign to Agent, for the benefit of the Lenders, in such form as may be satisfactory to Agent, Borrower's interest in the Rents or in any Lease, subject to and upon the condition, however, that prior to the occurrence of any Event of Default hereunder Borrower shall have a license to collect and receive all Rents under such Leases as set forth in this Section.

4.5 Representations and Covenants Regarding the Leases. Borrower covenants, represents and warrants that (a) Borrower has full right and title to assign their interest in the Leases and the Rents; (b) the Leases are or when executed will be valid, in full force and effect, and have not been modified or amended except as stated herein; (c) there is no outstanding assignment or pledge of Borrower's interest in the Leases or of the Rents; (d) no Rents have been or will hereafter be collected more than one month in advance; (e) the interest of all lessees under the Leases is and will be as lessee only, with no options to purchase or rights of first refusal; (f) each Lease shall provide for the attornment of the lessee thereunder to any person succeeding to Borrower's interest as the result of any foreclosure or transfer in lieu of foreclosure hereunder, said provision to be in form and substance approved by Agent; and (g) Agent shall be deemed to be the creditor of each lessee with respect to any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such

lessee (without obligation on the part of Agent, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).

ARTICLE 5

5 EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default ("Event of Default") hereunder.

5.1 Non-Payment. Borrower shall fail to pay the principal on the Indebtedness when due, or shall fail to pay the interest on the Indebtedness or any Fees, within three (3) Business Days of the date on which such sums shall become due and payable, or shall fail to pay any other amounts due and owing by Borrower under the Credit Agreement or any of the other Loan Documents, within five (5) Business Days after the same shall become due and payable.

5.2 Default Under the Loan Agreement. An "Event of Default" shall occur under the Credit Agreement.

5.3 Default Under this Deed of Trust. Borrower defaults in the performance or observance of any other term, covenant, condition or agreement contained in this Deed of Trust.

5.4 Default Under Other Loan Documents. A default or Event of Default occurs pursuant to the terms of the Notes, or any of the other Loan Documents.

5.5 Acceleration. Agent has accelerated the payment of the Indebtedness pursuant to the provisions of Section 2.10 hereof.

ARTICLE 6

6 REMEDIES

Agent shall have the following rights and remedies:

6.1 Certain Actions of Trustee. At any time or from time to time, and without notice to Borrower, upon written request of Agent, and presentation of this Deed of Trust and the Notes for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness, and without affecting the security hereof for the full amount secured hereby on all Property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Property affected by the Trustee's action be credited on the Indebtedness, the Trustee may: (a) release and reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

6.2 Release and Reconveyance of Property at Request of Agent. Upon written request of Agent stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Notes to the Trustee for cancellation and retention, and upon payment of its fees, the Trustee shall release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

6.3 Acceleration and Power of Sale.

(a) Time is of the essence hereof. Upon the occurrence of any Event of Default described in Section 5.5 of this Deed of Trust, to the extent permitted by law, the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required hereunder shall be and become immediately due and payable, and the Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, from the due date until paid and payment of such default interest shall be secured by this Deed of Trust.

(b) Upon the occurrence of any Event of Default other than that described in Section 5.5 of this Deed of Trust, subject to the terms of the Credit Agreement, to the extent permitted by law, Agent may declare the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required thereunder, to be due and payable immediately, and notwithstanding the stated maturity of the applicable Indebtedness, the principal amount of the Indebtedness and the accrued and unpaid interest thereon and all other sums or payments required thereunder shall thereupon become and be immediately due and payable, and the Indebtedness shall thereafter bear interest at the default rate set forth in Sections 2.5, 3.6 and 8.2 of the Credit Agreement, as applicable, from the due date until paid and payment of such default interest shall be secured by this Deed of Trust.

(c) Upon occurrence of any Event of Default, Agent is authorized and empowered, without further notice to file with the Trustee, a notice demanding the Trustee to sell the Property under the power of sale conferred herein in the manner authorized by law. As required by law, Agent shall execute or cause the Trustee to execute written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and the Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Property is located.

(d) After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, the Trustee, without demand by Agent, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Agent may determine (but subject to any statutory right of Borrower to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), in the manner required by law,

the Property at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. The Trustee, or any other person conducting the sale, may postpone or continue the sale by giving notice of postponement or continuance by public declaration, by written notice or oral postponement, at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five days beyond the day designated in the notice of sale, notice of the time, date and place of sale shall be given in the same manner as the original notice of sale. Within three business days after the Trustee receives payment of the price bid, the Trustee shall execute and deliver to such purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The conveyance shall be without right of redemption, and clear of the interests of junior encumbrancers in the Property whose interests have been effectively foreclosed by the proceeding. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, the Trustee, or Agent, may purchase at such sale.

(e) After deducting all costs of exercising the power of sale and of sale, including the payment of fees to the Trustee, cost of evidence of title in connection with sale, appraisal fees, property inspection fees, and reasonable attorneys' fees, the Trustee shall apply the proceeds of sale to payment of: all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Property is located. To the extent permitted by law, an action may be maintained by Agent to recover a deficiency judgment of any balance due hereunder, and Agent shall retain the right to pursue all other legal and equitable remedies for the collection of the Indebtedness, it being expressly understood and agreed that all rights and remedies of Agent are cumulative and may be exercised in any order.

(f) The purchaser at the sale shall be entitled to immediate possession of the Property against Borrower and shall have a right to the summary proceedings to obtain possession as provided in the Utah Code, together with costs and reasonable attorney's fees.

6.4 Judicial Action. Upon the occurrence of any Event of Default, in the alternative to foreclosure by a Trustee's sale, Agent may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, or to enforce any of the covenants and agreements hereof or of the Credit Agreement, the Notes or any Loan Document. In such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint.

6.5 Agent's Right to Cure Borrower's Default. If Borrower fails to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, Agent may elect, but shall not be obligated, to pay all or part of such items. Borrower shall repay immediately and without demand all funds so advanced by Agent, as Agent for the Lenders, with interest thereon from the date of such payments until repaid at the Default Rate, and all of such advances and the interest thereon shall become part of the Indebtedness and shall be secured by this Deed of Trust.

6.6 Receiver. Upon the occurrence of any Event of Default, Agent shall have the right, with the irrevocable consent of Borrower hereby given and evidenced by the execution of this Deed of Trust, to obtain appointment of a receiver by any court of competent jurisdiction WITHOUT NOTICE to Borrower. The right to appointment of a receiver shall be independent of and may precede the exercise of any other right or remedy. The receiver shall be authorized and empowered to enter upon and take possession of the Property, including all personal property used upon or in connection with the Real Property and all bank accounts containing funds associated with the Property, to let the Property, to manage the Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Indebtedness. Borrower hereby assigns the Rents to Agent, for the benefit of the Lenders, as additional security for the Indebtedness, together with the Leases and all other documents evidencing the Rents, bank accounts, and any and all deposits held as security under the Lease. At the option of Agent, the receiver shall accomplish such entry and taking possession of the Property by actual entry and possession or by notice to Borrower. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Agent for the purpose of protecting the value of the Property as security for the Indebtedness. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the Property is redeemed.

6.7 Attorney's Fees. If this Deed of Trust is foreclosed by the Trustee, a reasonable amount of attorney's fees for services rendered in the supervision of the foreclosure proceedings as a part of Agent's cost of foreclosure shall be added to the Indebtedness. If the foreclosure proceedings are made through court proceedings, Agent's attorney's fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

6.8 Cumulative Remedies. Each right, power, and remedy herein conferred upon Agent or the Trustee is cumulative of every other right or remedy of Agent or the Trustee, whether conferred herein or by law, and may be enforced concurrently.

ARTICLE 7

7 MISCELLANEOUS

7.1 Waiver. Failure by Agent to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Agent. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.2 Notices. All notices, demands, and requests given or required to be given hereunder shall be given in the manner set forth in the Credit Agreement. The undersigned Borrower requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Borrower at the address set forth above.

7.3 Inspection of Property. Agent and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

7.4 Deed of Trust as Security Agreement and Financing Statement. This Deed of Trust shall cover the Building Equipment, all other Property affixed to the Real Property described herein, and all articles of personal property and all materials delivered to the Property for incorporation or use in any construction being conducted thereon and owned by Borrower, together with all proceeds thereof (which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property.) If any Property covered by this Deed of Trust consists of rights in action, accounts receivable or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Agent. This Deed of Trust shall be self-operative with respect to such property, but the Borrower shall execute and deliver on demand such security agreements, financing statements, and other instruments as Agent may request in order to impose the lien hereof more specifically upon any of such property and to pay all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Borrower hereby assigns to Agent all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Agent shall be deemed to be the secured party and Borrower shall be deemed to be the debtor. Upon the occurrence of any Event of Default under this Deed of Trust, Agents shall have all the rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law or by this Deed of Trust. "Uniform Commercial Code" means Act. No. 174 of the Michigan Public Acts of 1962, as amended, revised or replaced from time to time, including without limit as amended by Act No. 348 of the Michigan Public Acgts of 2000.

7.5 Successor Trustee. Agent may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. The Trustee may resign by mailing or delivering notice thereof to Agent and Borrower, which resignation shall be effective upon the appointment of a successor trustee.

7.6 Acceptance by Trustee. The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Borrower, Agent or Trustee shall be a party unless brought by Trustee.

7.7 Effect of Foreclosure on Insurance Claims. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any hazard insurance policy had not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid shall be the property of Agent and shall be paid to Agent, and Borrower hereby assigns, transfers, and sets over to Agent all of its right, title, and interest in and to said sum. The balance, if any, shall belong to Borrower as its interests may appear. Notwithstanding the above, Borrower shall retain an interest in the insurance policies above described during any redemption period.

7.8 Severability of Clauses. If any term, covenant, condition, or provision of this Deed of Trust, the Credit Agreement or any other Loan Document is held to be invalid, illegal, or unenforceable, this Deed of Trust, the Credit Agreement or such other Loan Document shall be construed without such provision.

7.9 Writing Required. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

7.10 Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7.11 Applicable Law. The creation of this Deed of Trust, the perfection of the lien or security interest in the Property, and the rights and remedies of Agent or Trustee hereunder shall be governed by the laws of the State of Utah. Otherwise, this Deed of Trust shall be governed by the laws of the State of Michigan.

7.12 WAIVER OF TRIAL BY JURY. BORROWER AND AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS DEED OF TRUST OR THE INDEBTEDNESS.

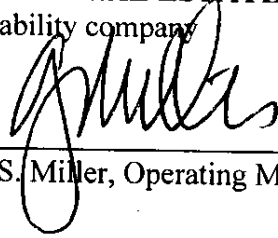
7.13 Joint and Several Liability. The obligations of Borrower under this Deed of Trust shall be joint and several.

7.14 Defined Terms. All capitalized terms not specifically described herein which are defined in the Credit Agreement are used as defined in the Credit Agreement.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Borrower as of the day and year first above written.

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

By



Gregory S. Miller, Operating Manager

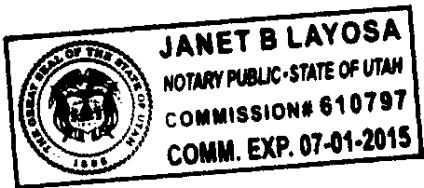
STATE OF UTAH)
) ss.
County of Salt Lake)


The foregoing Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement was acknowledged before me this 6 day of June, 2012, by Gregory S. Miller, as Operating Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company.

WITNESS my hand and official seal.

My commission expires: 7-1-2015

(SEAL)





Notary Public

**EXHIBIT A TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT
(Legal Description)**

Real property situated in the County of Salt Lake, State of Utah, to-wit:

Parcel 1

A portion of land located in the Southwest corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning on the Westerly right-of-way line of State Street, said point being the Northeast corner of the Utah Auto Mall Phase 1 Subdivision, as recorded with the office of the Salt Lake County Recorder, said point also being South 87° 49' 05" East 134.930 to a found brass cap monument at the intersection of 10600 South Street and State Street and South 00° 03' 19" East 1,483.321 feet along the monument line of State Street and South 89° 56' 41" West 49.500 feet from the East quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence Southerly and Westerly along the boundary of said Utah Auto Mall Phase 1 Subdivision the following five (5) courses: (1) South 00° 03' 19" East 191.440 feet to a point of curvature; (2) Southwesterly along the arc of a 36.000 foot radius curve to the right through a central angle of 90° 03' 19" a distance of 56.583 feet; (3) West 213.948 feet; (4) South 7.000 feet; (5) West 66.369 feet to the Southeast corner of Lot 37 of said Utah Auto Mall Phase Subdivision; thence North along the East line of said Lot 37, 311.330 feet; thence West 149.990 feet to a point on the East line of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along said East line of Lot 36, 89.897 feet to a point on the South line of Carlson Subdivision Amended (Amending and Extending Parcel 1), as recorded with the office of The Salt Lake County Recorder, said point being the Northeast corner of said Lot 36; thence Easterly and Southerly along said South line of Carlson Subdivision Amended the following three (3) courses: (1) East 341.19 feet (record) (measured as 342.129 feet); (2) South 01° 07' 48" East 77.02 feet (record) (measured as South 00° 03' 30" East 74.800 feet); (3) North 89° 49' 58" East 123.33 feet (record) (measured as North 89° 28' 30" East 123.830 feet) to a point on the West right-of-way line of State Street; thence South 00° 03' 19" East along said West line of 90.10 feet (record) (measured as 93.09 feet) to the point of beginning.

The following is shown for information purposes only: 27-13-478-009

Parcel 2

Beginning at the Northeast corner of Lot 37, Utah Auto Mall Phase 1 Subdivision as recorded with the office of the Salt Lake County Recorder, said point being North 00° 00' 14" West 1155.10 feet and West 229.470 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South along the East line of said Lot 37, 234.474 feet to the Southeast corner of said Lot 37; thence West 149.990 feet to the Southeast corner of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along the West line of said Lot 36, 311.330 feet; thence East 149.990 feet; thence South 76.856 feet to the point of beginning.

The following is shown for information purposes only: 27-13-478-010

**EXHIBIT B TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**
(Permitted Exceptions)

1. Taxes for the year 2012 are now a lien, but not yet due.
2. Easements, Notes and/or Setback Lines as delineated and/or dedicated on the official recorded plat.
3. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Location: Exact location not disclosed
Purpose: To construct, operate, maintain, and remove such communication and other facilities, upon, over, under and across the above.
Recorded: February 8, 1919
Entry No.: 407061
Book/Page: 2Y/541.
4. Notice of Adoption of Redevelopment Plan entitled "Civic Center South Neighborhood Development Plan" and dated November 1, 1989 recorded January 22, 1990 as Entry No. 4873280 in Book 6192, Page 1187 of Official Records.

Ordinance 89-59 of the City of Sandy, Utah adopting the Civic Center South Project Area Redevelopment Plan entitled "Civic Center South Neighborhood Development Plan" dated November 1, 1989, recorded February 23, 1990 as Entry No. 4884602 in Book 6200, Page 24 of Official Records.
5. Resolution No. 90-31c by the City Council of Sandy City, dated March 27, 1990, to create "Sandy City, Utah Special Improvement District No. 90-1, recorded July 9, 1990 as Entry No. 4938315 in Book 6234, Page 2899 of Official Records and re-recorded August 28, 1990 as Entry No. 4958685, Book 6248, Page 144 of Official Records.
6. Resolution No. 90-59 C by Sandy City, being a resolution to create Sandy City, Utah Special Improvement District No. 90-1, and the charges and assessments levied thereunder; recorded November 19, 1990 as Entry No. 4990624 in Book 6268 at page 2638, of Official Records.
7. Subject real property is located within the bounds of Civic Center South Neighborhood Development Plan and is subject to charges and assessments thereof, as disclosed by that certain Deed recorded August 20, 1992 as Entry No. 5315547 in Book 6504, at page 2797, of Official Records.

8. Resolution No. 92-58 C by Sandy City, being a resolution to create Sandy City, Utah Special Improvement District No. 90-1, and the charges and assessments levied thereunder; recorded September 11, 1992 as Entry No. 5329250 in Book 6516 at page 2844, of Official Records.
9. COVENANTS, CONDITIONS, RESTRICTIONS and/or EASEMENTS, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law:
Recorded: September 25, 1992
Entry No.: 5338559
Book/Page: 6524/906
10. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantee: Sandy City Corporation
Recorded: November 19, 1999
Entry No.: 7516032
Book/Page: 8324/535
11. Notice of Approval of Property Line Adjustment and the terms, conditions and limitations contained therein:
Recorded: November 18, 2004
Entry No.: 9226646
Book/Page: 9062/3077
12. Notice of Termination of Right of First Refusal, and the terms and conditions thereof, recorded July 29, 2010, as Entry No. 10999676, in Book 9844, at Page 4263, of Official Records.