

After recording return to:

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

16-011816-23

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6/5/2017 1:38:00 PM \$55.00  
Book - 10564 Pg - 5387-5404  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 18 P.

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

(Site 23, 200 W. 9000 S., Sandy, Utah)  
(Old Larry H. Miller Ford Lincoln Mercury Sandy)

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. 11408799 (the "2012 Deed of Trust"), which amended and restated that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of June 22, 2005 and recorded on June 27, 2005 as Instrument No. 9415093 (the "2005 Deed of Trust"), real property records of Salt Lake 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. The 2012 Deed of Trust amended and restated the terms of the deed of trust lien on the Real Property and the security interests granted in favor of Agent under the 2005 Deed of Trust.

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. **Amendment to Exhibit A/Real Property.** Exhibit A to the 2012 Deed of Trust is hereby deleted in its entirety and is replaced with Exhibit A attached hereto, which is incorporated herein and made a part of this Deed of Trust. The term “**Real Property**” as used in this Deed of Trust, and for all purposes of this Deed of Trust, the Credit Agreement, and the other Loan Documents, shall mean and refer to the real property described in Exhibit A attached to this Amendment. Trustor hereby affirms the grant and conveyance under the Deed of Trust, and hereby grants and conveys unto Trustee, IN TRUST WITH POWER OF SALE, for the purposes set forth in the Deed of Trust, the real property situated in Salt Lake County, State of Utah, as described in Exhibit A attached hereto, together with all of the property, real and personal, rights and interests described in granting clauses A through M of the Deed of Trust as such pertain to the Real Property as amended hereby (collectively, the “**Property**”), TO HAVE AND TO HOLD the same, IN TRUST, NEVERTHELESS, for the purpose of securing the Obligations Secured.

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 Salt Lake 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.

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 or the 2005 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 2005 Deed of Trust and 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

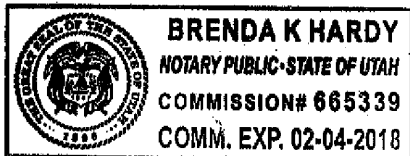


**TRUSTOR NOTARIZATION**

STATE OF UTAH )  
 ) ss.  
 COUNTY OF Salt Lake )

On this 30 day of May, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SCOTT BATES, known or proved to me to be President of MILLER FAMILY REAL ESTATE L.L.C., a Utah limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same.

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



Notary Public: Brenda K. Hardy  
 Printed Name: Brenda K. Hardy  
 My Commission Expires 2-4-2018

AGENT/BENEFICIARY NOTARIZATION

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

On this 26 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**

Parcel 1:

BEGINNING on the North right of way line of 90th South Street said point being South 89°53'00" West along the centerline of 90th South Street 1441.17 feet and North 00°07'00" West 73.00 feet from an existing monument in the intersection of 9000 South and State Streets, said point also being North 163.39 feet and East 1295.00 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°07'00" West 527.18 feet; thence South 89°53'00" West 413.14 feet; thence South 00°07'00" East 527.18 feet; thence North 89°53'00" East 413.14 feet to the point of beginning.

Less and Excepting therefrom the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Northerly Right of Way line of 9000 South Street at the Southeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in said 9000 South Street and 22.250 meters North 00°07'00" West from a Salt Lake County Monument in the intersection of 9000 South Street and State Street (Note: said point of beginning is also 394.716 meters (by deed, but 397.313 meters by measurement) East and 49.801 meters (by deed, but 50.562 meters by measurement) North from the center of Section 1), said point of beginning being 8.967 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 016.237; and running thence North 00°07'00" West 8.000 meters along the Easterly boundary line of said entire tract to a point 8.939 meters perpendicularly distant Westerly from said centerline at Engineer Station 12 + 024.237; thence South 44°53'00" West 11.314 meters to the Southerly boundary line of said entire tract and the Northerly right of way line of 9000 South Street; thence North 89°53'00" East 8.000 meters along said Southerly boundary line and Northerly Right of Way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Also, less excepting therefrom the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in 9000 South Street and 182.935 meters North 00°07'00" West from a Salt Lake County monument in the intersection of said 9000 South Street and State Street (Note: said point of beginning is also 396.986 meters North 89°58'43" East along the quarter section line and 211.097 meters North from the center of said Section 1), said point of beginning being 8.401 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 176.921; and running thence South 00°07'00" East 9.010 meters along the Easterly boundary line of said entire tract to a point which is 8.432 meters perpendicularly distant Westerly from the centerline of said connector road at Engineer Station 12 + 167.911; thence North 45°07'00" West 12.742 meters to the Northerly boundary line of said entire tract at a point 9.445 meters perpendicularly distant Southerly from the centerline of said connector road known as 8920 South Street of said project at Engineer Station 18 + 408.844; thence North 89°53'00" East 9.010 meters along said Northerly boundary line parallel to said centerline to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Continued

also Less and Excepting:

A parcel of land in fee, being part of an entire tract of property situate in the SW1/4NE1/4 of Section 1, T.3S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a southeast corner of said entire tract in the northerly right of way line of the existing highway State Route 209 which corner is 1,441.17 feet (alternately 439.269 meters by record) S.89°53'00"W. and 73.00 feet (alternately 22.250 meters by record) N.00°07'00"W. and 26.25 feet (8.00 meters by record) S.89°53'00"W. from a Salt Lake County monument in the intersection of 9000 South Street and State Street, said corner is also approximately 48.29 feet perpendicularly distant northerly from the control line of said project opposite engineer station 0+66.49; and running thence S.89°53'00"W. 11.31 feet along said northerly right of way line to a point 48.36 feet perpendicularly distant northerly from said control line; thence N.44°53'00"E. 44.39 feet to a line parallel with and 35.00 feet perpendicularly distant westerly from the control line of Monroe Street opposite engineer station 606+32.62; thence N.00°14'13"W. 91.56 feet along said parallel line to a point opposite engineer station 607+24.18; thence N.06°39'40"E. 41.63 feet to a line parallel with and 30.00 feet perpendicularly distant westerly from said control line opposite engineer station 607+65.51; thence N.00°14'13"W. 30.96 feet along said parallel line to a point opposite engineer station 607+96.47; thence N.89°34'53"E. 1.52 feet to the westerly right of way line of Monroe Street; thence S.00°07'00"E. 169.00 feet along said westerly right of way line to a southeast corner of said entire tract; thence S.44°53'00"W. 37.12 feet (11.314 meters by record) along said northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-039*

Parcel 2:

Intentionally Deleted

Parcel 3:

The East 10 feet of Lot 1 and all of Lot 2, Ark Subdivision, according to the official plat thereof, filed in Book "77-1" of Plats, at Page 20, of the Official Records of the Salt Lake County Recorder.

Together with a non-exclusive 25.00 foot wide right-of-way limited to use in connection with adjoining property to which it is appurtenant, and the center line of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53' West along the center line of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444.00 feet, more or less, to the Easterly line of 240 West Street.

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-021 and 27-01-251-027*

Parcel 4:

The West 100 feet of Lot 1, Ark Subdivision, according to the official plat thereof, recorded in Book 77-1 of Plats at Page 20, records of Salt Lake County, Utah.

Together with a non-exclusive 25.0 foot wide right of way limited use easement in connection with adjoining property to which it is appurtenant and the center line of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53' West along the center line of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°07' West 214.50

Continued

feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street, the location of the right of way may be changed upon mutual agreement along the owners of adjoining property to which it is appurtenant.

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-026*

Parcel 5:

A tract of land in fee, being all of an entire tract of property, situate in the Southwest Quarter Northeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, the boundaries of said tract of land are described as follows:

Beginning at the Southeast Corner of said entire tract at a point which is 2119.79 feet South 89°53'00" West, 75.00 feet North 00°07'00" West, 44.71 feet North 89°53'00" East, 108.27 feet South 75°05'09" East, and 3.16 feet South 50°38'30" East from an existing monument in the intersection of 9000 South and State Streets, said point of beginning also being about 196.29 feet North and 473.22 feet East and from the Center of said Section 1; and running thence North 50°38'30" West 46.05 feet along the Easterly right of way line and no-access line of I-15 to Right of Way Monument No. 1129; thence North 27°07'12" West 157.84 feet along said Easterly right of way and no-access line; thence North 89°53'00" East 74.56 feet to the existing Easterly right of way of a frontage road (240 East St); thence Southerly 173.38 feet along the arc of a 766.20 foot radius curve to the right (Note: Chord to said curve bears South 10°59'39" East for a distance of 173.01 feet) and along said existing Easterly right of way line to the point of beginning.

(Note: Rotate above bearings 0°15'52" clockwise to equal highway bearings)

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-036*

Parcel 6:

A tract of land in fee, being all of an entire tract of property, situate in the Southwest Quarter Northeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base & Meridian, the boundaries of said tract of land are described as follows:

Beginning at the Southeast Corner of said entire tract at a point which is 2119.79 feet (646.112 meters record) South 89°53'00" West and 75.00 feet (22.860 meters record) North 00°07'00" West from an existing monument in the intersection of 9000 South and State Streets, said point of beginning also being 166.50 feet (50.750 meters record) North and 624.99 feet (190.469 meters record) East from the Center of said Section 1; and running thence North 00°07'00" West 200.00 feet (60.960 meters record) along the Easterly boundary line of said entire tract to the Northeast corner of said entire tract; thence South 89°53'00" West 184.37 feet (56.195 meters record), more or less, along the Northerly boundary line of said entire tract to the existing Easterly right of way line of a frontage road (240 West Street); thence Southerly 173.38 feet along the arc of a 766.20 foot (233.538 meter record) radius curve to the right (Note: Chord to said curve bears South 10°59'39" East for a distance of 173.01 feet) and along said existing Easterly right of way line to the Northerly right of way and no access line of 9000 South Street; thence South 50°38'30" East 3.16 feet along said Northerly line to right of way Monument No. 1128; thence South 75°05'09" East 108.27 feet along said Northerly line; thence North 89°53'00" East 44.71 feet along said Northerly line to the point of beginning.

(Note: Rotate above bearings 0°15'52" clockwise to equal highway bearings)

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-037*

Parcel 7:

Lot 4, Ark Subdivision, according to the official plat thereof, recorded in Book 77-1 of Plats at Page 20, records of Salt Lake County, Utah.

Continued

TOGETHER WITH a non-exclusive 25.00 foot wide right of way limited to use in connection with adjoining property to which it is appurtenant and the Center line of which is described as follows:

BEGINNING on the North line of 9000 South Street, said point being South 89°53' West along the Center line of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street. The location of the right of way may be changed upon mutual agreement along owners of the adjoining property to which it is appurtenant.

*The following is shown for informational purposes only: Tax Parcel No. 27-01-251-016*

**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 Sandy City, Metropolitan Water District of Salt Lake and Sandy and Sandy Suburban Improvement District, and is subject to the charges and assessments thereof.
3. Any easements or rights of way appearing in the public record.
4. Easements, Notes and/or Setback Lines as delineated and/or dedicated on the Official Recorded Plat.
5. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantor: John R. Reid and Grace B. Reid  
Grantee: UTAH POWER AND LIGHT COMPANY  
Dated: March 25, 1965  
Recorded: September 1, 1965  
Entry No.: 2107812  
Book/Page: 2371/152  
(Affects Parcel 7)
6. An easement for a sewer line and rights incidental thereto as disclosed in that certain Warranty Deed:  
Recorded: September 21, 1973  
Entry No: 2570903  
Book/Page: 3423 / 265  
(Affects the North 10 feet of Parcel 7)
7. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
Recorded: December 8, 1976  
Entry No.: 2885000  
Book/Page: 4423/1456  
(Affects Parcel 1)
8. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
Recorded: January 12, 1979  
Entry No.: 3222835  
Book/Page: 4799/220  
(Affects Parcel 6)
9. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantee: Utah Department of Transportation  
Recorded: July 31, 2008  
Entry No.: 10489324  
Book/Page: 9631/2274  
(Affects Parcel 1)

10. **EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantee: Utah Department of Transportation  
Recorded: July 31, 2008  
Entry No.: 10489325  
Book/Page: 9631/2277
11. Subject to a right of way over the Easterly 25 feet as disclosed by that warranty deed recorded May 19, 1995, as Entry No. 6084380 in Book 7154, at Page 467, of Official Records. (Affects Parcels 3, 4 and 7)
12. Right of access to 1-15 and on ramp have been relinquished to the State of Utah by instrument recorded March 11, 1964, as Entry No. 1985186, in Book 2165, at Page 58, of Official Records. (Affects Parcel 7)
13. **RELINQUISHMENT OF ACCESS RIGHTS and the terms, conditions and limitations contained therein:**  
Recorded: February 8, 1968  
Entry No.: 2233082  
Book/Page: 2631/31  
(Affects Parcel 6)
14. Relinquishment of Access Rights (Controlled Access) and the terms, conditions and limitations contained therein, as disclosed by that certain Instrument recorded April 29, 1997 as Entry No. 6631756 in Book 7654 at Pages 1242-1243 of Official Records. (Affects Parcel 4)
15. Access from 9000 South Street is limited to those openings permitted by the State of Utah and/or Sandy City. (Affects the described right-of-way)
16. **RESERVATIONS CONTAINED IN QUIT CLAIM DEED (Controlled Access) and the terms, conditions and limitations contained therein:**  
Recorded: October 16, 2003  
Entry No.: 8852891  
Book/Page: 8896/7228  
(Affects Parcel 5)
17. **RESERVATIONS CONTAINED IN QUIT CLAIM DEED (Controlled Access) and the terms, conditions and limitations contained therein:**  
Recorded: October 16, 2003  
Entry No.: 8852892  
Book/Page: 8896/7230  
(Affects Parcel 6)
18. **RIGHT OF WAY AGREEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantee: Sandy Suburban Improvement District, Salt Lake County  
Recorded: April 1, 1975  
Entry No.: 2695567  
Book/Page: 3819/461  
(Exact location not disclosed)
19. **RIGHT-OF-WAY EASEMENT AND CONDITIONS CONTAINED THEREIN:**  
Grantor: Western Sports Center, Inc.  
Grantee: Mountain States Telephone and Telegraph Company  
Dated: December 29, 1978  
Recorded: January 12, 1979  
Entry No.: 3222836  
Book/Page: 4799 / 221  
(Affects Parcel 7)



20. Reservation of mineral rights in the property as reserved in Special Warranty Deed recorded April 30, 1975, as Entry No. 2703994, in Book 3847, at Page 144, of Official Records. (Affects Parcel 6)

21. UNRECORDED LEASE  
Lessee: Reagan Outdoor Advertising  
Dated: May 30, 1996  
Disclosed by: Notice of Claim of Interest  
(Affects Parcel 3)

Notice of Claim of Interest and the terms, conditions and limitations contained therein:  
Recorded: November 25, 1996  
Entry No.: 6513589  
Book/Page: 7542/642

Agreement and Memorandum of Lease and the terms, conditions and limitations contained therein:  
Recorded: April 15, 1998  
Entry No.: 6928933  
Book/Page: 7946/1056

Amended Notice of Claim of Interest and the terms, conditions and limitations contained therein:  
Recorded: April 7, 2006  
Entry No.: 9687706  
Book/Page: 9277/6732

UNRECORDED LEASE and the terms, conditions and limitations contained therein:  
Lessor: Pioneer Dodge Center  
Lessee: R.O.A. General, Inc., a Utah corporation (doing business in its own name and as Reagan Outdoor Advertising, Inc., Reagan Outdoor Advertising, The Reagan Outdoor Advertising Co., Reagan National Advertising, Inc., Reagan National Advertising, and as successor in interest to Galaxy Outdoor Advertising, Inc. (aka Galaxy Outdoor Advertising), Galaxy Sign Co., Inc. The Harry R. Packer Company, Preston W. Parkinson dba Parkinson Advertising Company, Screen Craft Outdoor Advertising, Inc., (aka Screen Craft Advertising, Inc.), a Utah corporation, and Snarr Advertising, Inc., an Idaho corporation  
Dated: March 31, 1980  
Disclosed by: Collateral Assignment of Leases and Licenses, recorded April 8, 1992 as Entry No. 5232826 in Book 6438 at Page 2560 of Official Records.  
(Affects 25 foot Right of Way)

22. Abstract of Decision recorded May 13, 2014, as Entry No. 11848216, in Book 10230 at Page 3520.  
(Affects Parcel 4)

23. Any matters that may be disclosed by that certain survey dated March 3, 2017 prepared by Anderson Wahlen & Associates, certified by Bruce D. Pimper, Utah PLS No. 362256.

24. DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT  
Trustor: Miller Family Real Estate, L.L.C., a Utah limited liability company  
Trustee: Founders Title Company, a Utah corporation  
Beneficiary: Comerica Bank, a Michigan banking corporation  
Amount: \$200,000,000.00, plus interest  
Dated: June 22, 2005  
Recorded: June 27, 2005  
Entry No.: 9415093  
Book/Page: 9150/3271  
(Affects Parcels 1 and 3)

Amended, restated and superseded by  
DEED OF TRUST:

Trustor: Miller Family Real Estate, LLC

Trustee: Founders Title Company

Beneficiary: Comerica Bank, a Texas banking association, as Administrative Agent

Amount: \$280,000,000.00, plus interest

Dated: June 5, 2012

Recorded: June 12, 2012

Entry No.: 11408799

Book/Page: 10025/5252

(Affects Parcels 1 and 3)

25. FINANCING STATEMENT

Debtor: Miller Family Real Estate, L.L.C.

Creditor: Comerica Bank

Recorded: June 27, 2005

Entry No: 9415094

Book/Page: 9150/3300

(Affects Parcels 1 and 3)