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Gary W. Ott
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Chicago, IL 60614
ATTN: Real Estate Department

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07-26-229-004-0000

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

by

HARLAND CLARKE CORP.,
as Grantor

in favor of

FIRST AMERICAN TITLE INSURANCE COMPANY,
as Trustee

for the benefit of

CITIBANK, N.A.,
as Agent,
as Beneficiary

DATED AS OF APRIL 5th, 2013

This DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, dated as of April __, 2013 (this "Deed of Trust"), is made by and from HARLAND CLARKE CORP., a Delaware corporation ("Grantor"), whose address is 10931 Laureate Drive, San Antonio, TX 78249, in favor of FIRST AMERICAN TITLE INSURANCE COMPANY, with an address at 560 South 300 East, Salt Lake City, UT 84111, as trustee (together with its successors and assigns in such capacity, "Trustee"), for the benefit of CITIBANK, N.A., a national banking association, having an office at 390 Greenwich Street, 1st Floor, New York, NY 10013, as Agent (as hereinafter defined) for the benefit of the Secured Parties (together with its successors and assigns in such capacity, "Beneficiary"). References to this Deed of Trust shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument. Capitalized terms used in this Deed of Trust and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

Background

A. Pursuant to that certain Credit Agreement, dated as of February 20, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Harland Clarke Holdings Corp., a Delaware corporation, as Borrower (the "Company"), the subsidiaries of the Company from time to time party thereto, as Subsidiary Co-Borrowers, CA Acquisition Holdings, Inc. ("Holdings"), as Guarantor, each other Guarantor from time to time party thereto, the financial institutions part thereto as Lenders, Citigroup Global Markets Inc., as Arranger and Bookrunner, and Citibank, N.A., as administrative agent and collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), the Lenders have agreed to administer certain credit facilities in an aggregate amount not to exceed \$80,000,000, which extensions of credit shall be used for the purposes permitted under the Credit Agreement, upon the terms and conditions contained in the Credit Agreement; and

B. Mortgagor has agreed to execute and deliver to Mortgagee this Mortgage in order to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement).

Granting Clauses

For ten dollars (\$10) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor agrees that to secure the due and punctual payment and performance of the Secured Obligations, by acceleration or otherwise, GRANTOR HEREBY MORTGAGES, GRANTS, BARGAINS, CONVEYS, ASSIGNS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, FOR THE BENEFIT OF BENEFICIARY AND, IN ADDITION THERETO, HEREBY GRANTS TO BENEFICIARY A SECURITY INTEREST IN:

(A) the parcel(s) of real property described on Schedule A attached hereto and made a part hereof (such real property, together with all of the buildings, improvements, structures and fixtures (including, without limitation, to the extent owned by Grantor all gas and electric fixtures, radiators, heaters, docks, engines and machinery, boilers, ranges, elevators and motors, plumbing, heating and air conditioning fixtures, carpeting and other floor coverings, water heaters, cleaning apparatus and other items which are or are to be attached to such real property) now or subsequently located thereon (the "Improvements"), being collectively referred to as the "Real Estate");

(B) all the estate, right, title, interest, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;

(C) all right, title, estate and interest of Grantor in, to and under all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(D) all right, title, estate and interest of Grantor in and to all of the fixtures, "equipment" (as defined in the Code (as hereinafter defined)) chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the "Equipment");

(E) all right, title, estate and interest of Grantor in and to all substitutes and replacements of, and all additions, improvements and concessions to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all

building materials whether stored at the Real Estate or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Grantor;

(F) all right, title, estate and interest of Grantor in, to and under all leases, subleases, underlettings, occupancy agreements, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (collectively, the "Rents");

(G) all right, title, estate and interest of Grantor in and to all trade names, trade marks, logos, copyrights, licenses, good will and books and records resident in any form or on any media relating to or used in connection with the operation of the Real Estate or the Equipment or any part thereof; all general intangibles (as defined in the Code) related to the operation of the Real Estate, Equipment or Improvements now existing or hereafter arising and the license to use intellectual property such as computer software owned or licensed by Grantor or other proprietary business information relating to Grantor's policies, procedures, manuals and trade secrets and related to the operation of the Real Estate or Equipment;

(H) all right, title, estate and interest of Grantor in and to all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(I) all right, title, estate and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale, leasing or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent to the Real Estate, together with the right to exercise such options and all leases of Equipment (collectively, the "Contracts"), (ii) all consents, licenses, permits variances, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof (collectively, the "Permits") and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate (collectively, the "Plans");

(J) all right, title, estate and interest of Grantor in and to any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Beneficiary as provided in this Deed of Trust; and all "documents" as defined in the Code or other receipts covering, evidencing or representing goods now owned or hereafter acquired by Grantor (collectively, "Documents"); all (i) "instruments" as defined in the Code, "chattel paper" as defined in the Code, or letters of credit, evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Mortgaged Property (including, without limitation, promissory notes, drafts, bills of exchange and trade acceptances) and chattel paper obtained by Grantor in connection with the Mortgaged Property (including, without limitation, all ledger sheets, computer records and printouts, databases, programs, books of account and files of Grantor relating thereto) and (ii) notes or other obligations of indebtedness relating to the Mortgaged Property and owing to Grantor from whatever source arising, in each case now owned or hereafter acquired by Grantor; all "inventory" as defined in the Code, whether now or hereafter existing or acquired, and which arises out of or is used in connection with, directly or indirectly, the ownership and operation of the Mortgaged Property, all Documents representing the same and all proceeds and products of the same (including, without limitation, all goods, merchandise, raw materials, work in process and other personal property, wherever located, now or hereafter owned or held by Grantor for manufacture, processing, the providing of services or sale, use or consumption in the operation of the Mortgaged Property (including, without limitation, fuel, supplies and similar items and all substances commingled therewith or added thereto) and rights and claims of Grantor against anyone who may store or acquire the same for the account of Grantor, or from whom Grantor may purchase the same); and

(K) all proceeds (as defined in the Code) which, in any event, shall include, without limitation, all proceeds, products, offspring, rents, profits or receipts, in whatever form, arising from the Mortgaged Property (including, without limitation, (i) cash, instruments and other property received, receivable or otherwise distributed in respect of or in exchange for any or all of the Mortgaged Property, (ii) the collection, sale, lease, sublease, concession, exchange, assignment, licensing or other disposition of, or realization upon, any item or portion of the Mortgaged Property (including, without limitation, all claims of Grantor against third parties for loss of, damage to, destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any of the Mortgaged Property now existing or hereafter arising), (iii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the Mortgaged Property, (iv) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property by any governmental authority (or any person acting under color of the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority")) and (v) any and all other

amounts from time to time paid or payable under or in connection with any of the Mortgaged Property), both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Grantor and described in the foregoing clauses (A) through (E) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Trustee for the benefit and security of Beneficiary and its successors and assigns for the uses and purposes set forth herein, until the Secured Obligations are fully paid and performed.

Terms and Conditions

Grantor further represents, warrants, covenants and agrees with Beneficiary as follows:

1. Warranty of Title. Grantor warrants the good title to the Premises, subject only to the matters that are set forth in Schedule B of any title insurance policy or policies being issued to Beneficiary to insure the lien of this Deed of Trust and other Permitted Liens (as defined in the Credit Agreement) (the "Permitted Exceptions") and that Grantor has the full power, authority and right to execute, deliver and perform its obligations under this Deed of Trust and to encumber, mortgage, transfer, give, grant, bargain, sell, alienate, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate the same and that this Deed of Trust is and will remain a valid and enforceable lien on and security interest in the Mortgaged Property, subject only to the Permitted Exceptions. Grantor shall, until the satisfaction or release of this Deed of Trust, warrant, defend and preserve such title and the validity and priority of the lien of this Deed of Trust and shall, until the satisfaction or release of this Deed of Trust, warrant and defend the same to Beneficiary against the claims of all persons whomsoever.

2. Payment of Secured Obligations. Grantor shall pay and perform or cause to be paid and performed the Secured Obligations at the times and places and in the manner specified in the applicable Loan Documents and shall perform, observe and comply with each and every provision hereof and each and every provision contained in the applicable Loan Documents.

3. Requirements.

(a) Grantor shall promptly comply with, or cause to be complied with, and conform to (i) all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, rules, regulations and requirements, and irrespective of the nature of the work to be done, with respect to the Mortgaged Property of each Governmental Authority which has jurisdiction over the Mortgaged Property and (ii) all covenants, restrictions and conditions now or later of record which may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except (in each such case) to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect. All present and

future laws, statutes, codes, ordinances, orders, judgments, decrees; rules, regulations and requirements of every Governmental Authority applicable to Grantor in connection with the Mortgaged Property or to any of the Mortgaged Property and all covenants, restrictions, and conditions which now or later may be applicable to any of the Premises are collectively referred to as the "Legal Requirements". "Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or financial condition of Holdings, the Company and the Company's Subsidiaries taken as a whole, (b) the ability of Holdings and the other Loan Parties (taken as a whole) to perform their obligations under the Loan Documents or (c) the rights of, or remedies available to the Agent under the Loan Documents.

(b) Notwithstanding the provisions of paragraph (a) of this Section, Grantor shall have the right to contest or object in good faith to the validity or application of any Legal Requirement by appropriate legal proceedings diligently conducted in good faith, but such right shall not be deemed or construed in any way as relieving, modifying, or extending Grantor's covenant to comply with any such Legal Requirement unless (i) Grantor has given prior written notice to Beneficiary of Grantor's intent so to contest or object to such Legal Requirement, (ii) Grantor shall demonstrate to Beneficiary's reasonable satisfaction that any delay in compliance with such Legal Requirement shall not entail a risk of forfeiture of any of the Mortgaged Property or subject Grantor or Beneficiary to any criminal liability, (iii) by the terms of such Legal Requirement, compliance therewith pending prosecution of any such legal proceeding may legally be delayed without incurring any lien, charge or liability of any kind against the Mortgaged Property (other than for Permitted Exceptions), or any part thereof, unless Grantor shall furnish a good and sufficient bond or surety as required by and reasonably satisfactory to Beneficiary and (iv) all Permits remain in effect.

4. Payment of Taxes and Other Impositions. Promptly when due, Grantor shall pay and discharge (or cause to be paid and discharged) all material tax liabilities (the "Impositions"), before the same shall become delinquent or in default in accordance with the applicable Loan Documents.

5. Insurance.

(a) Grantor shall maintain or cause to be maintained on all of the Premises proper insurance in accordance with the applicable Loan Documents.

(b) Each insurance policy (other than flood insurance) shall (x) provide that the insurer affording such coverage shall mail thirty (30) days' written notice to Beneficiary in the event of cancellation of such coverage, and (y) with respect to all property insurance, provide for deductibles in an amount reasonably satisfactory to Beneficiary and contain a "Replacement Cost Endorsement" without any deduction made for depreciation and with no co-insurance penalty (or attaching an agreed amount endorsement satisfactory to Beneficiary), with loss payable solely to Beneficiary (modified, if necessary, to provide that proceeds in the amount of replacement cost may be retained by Beneficiary without the obligation to rebuild) as its interest may appear, without contribution, under a "standard" or "New York" beneficiary clause acceptable to

Beneficiary. Liability insurance policies shall name Beneficiary as an additional insured and contain a waiver of subrogation against Beneficiary. Each policy shall expressly provide that any proceeds which are payable to Beneficiary shall be paid by check payable to the order of Beneficiary and Grantor and requiring the endorsement of Beneficiary and Grantor.

(c) Grantor shall deliver to Beneficiary a certificate of such insurance on the appropriate Accord Form(s) reasonably acceptable to Beneficiary. Grantor shall (i) pay as they become due all premiums for such insurance and (ii) concurrently with the expiration of each policy to be furnished pursuant to the provisions of this Section 5, deliver a certificate of insurance in substantially the same form as described in the first sentence of this Section 5(c).

(d) Grantor promptly shall comply with and conform to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Grantor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Grantor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Deed of Trust.

(e) If the Mortgaged Property, or any material part thereof, shall be destroyed or damaged, Grantor shall give prompt notice thereof to Beneficiary. If an Event of Default shall have occurred and be continuing, and the Beneficiary delivers notice to the Grantor that it is exercising its rights under this Section 5(e), then, subject to the terms of the Intercreditor Agreement, all insurance proceeds shall be paid to Beneficiary to be held by Beneficiary as collateral to secure the payment and performance of the Secured Obligations. At all other times, Grantor shall have the right to adjust such loss, and the insurance proceeds relating to such loss shall be paid over to Grantor and Grantor shall, promptly after any such damage, repair such damage to the extent required under the Loan Documents, regardless of whether any insurance proceeds have been received or whether such proceeds, if received, are sufficient to pay for the costs of repair; *provided* that, any such insurance proceeds (net of fees and expenses incurred in connection with the applicable casualty event or the recovery of such insurance proceeds, taxes paid or estimated in good faith to be payable as a result thereof and amounts required to be applied to the repayment of principal, premium, prepayment fees, penalties, if any and interest on the Secured Obligations required to be paid as a result thereof) that are not so applied shall be applied in accordance with the Credit Agreement. If any Event of Default shall have occurred and be continuing, Beneficiary shall have the right to adjust such loss and use the insurance proceeds to pay the Secured Obligations or repair the Mortgaged Property in its sole and absolute discretion, subject to the terms of the Credit Agreement and the Intercreditor Agreement.

(f) In the event of foreclosure of this Deed of Trust or other transfer of title to the Mortgaged Property, all right, title and interest of Grantor to the benefit of insurance under any insurance policies then in force, which are applicable to loss involving the Mortgaged Property, shall pass to the purchaser or grantee.

(g) Grantor may maintain insurance required under this Deed of Trust by means of one or more blanket insurance policies maintained by Grantor; provided, however, that (A) any such policy shall specify, or Grantor shall furnish to Beneficiary a written statement from the insurer so specifying, the maximum amount of the total insurance afforded by such blanket policy that is applicable to the Premises and the other Mortgaged Property and any sublimits in such blanket policy applicable to the Premises and the other Mortgaged Property and (B) the protection afforded under any such blanket policy shall be no less than that which would have been afforded under a separate policy or policies relating only to the Mortgaged Property.

(h) If any portion of the Premises is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Grantor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act.

6. Restrictions on Liens and Encumbrances. Except for the lien of this Deed of Trust and the Permitted Exceptions, and except as otherwise permitted under the Credit Agreement, Grantor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Deed of Trust and whether recourse or non-recourse.

7. Due on Sale and Other Transfer Restrictions. Except as permitted under the Credit Agreement, Grantor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

8. Maintenance. Grantor shall maintain or cause to be maintained all the Improvements in accordance with the provisions of the Credit Agreement.

9. Condemnation/Eminent Domain. Promptly upon obtaining actual knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any portion thereof, Grantor shall notify Beneficiary in writing of the pendency of such proceedings. If an Event of Default occurs and is continuing, Beneficiary is hereby authorized and empowered by Grantor to settle or compromise any claim in connection with such condemnation and to receive all awards and proceeds thereof to be held by Beneficiary as collateral to secure the payment and performance of the Secured Obligations. Notwithstanding the preceding sentence, provided no Event of Default shall have occurred and be continuing, but subject to the terms and provisions of the Credit Agreement, Grantor shall, at its expense, diligently prosecute any proceeding relating to such condemnation, settle or compromise any claims in connection therewith in a manner consistent with its reasonable business judgment and receive any awards or proceeds thereof.

10. Leases. Except as permitted under the Credit Agreement, Grantor shall not (i) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged

Property other than in favor of Beneficiary, or (ii) execute or permit to exist any Lease of any of the Mortgaged Property.

11. Further Assurances. To further assure Beneficiary's rights under this Deed of Trust, Grantor agrees upon demand of Beneficiary to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property, a separate assignment of each Lease in recordable form and any Code financing statements) as may be reasonably required by Beneficiary to confirm the lien of this Deed of Trust and all other rights or benefits conferred on Beneficiary.

12. Beneficiary's Right to Perform. If Grantor fails to perform any of the covenants or agreements of Grantor (other than with respect to the failure to maintain insurance as required hereunder, in which case Beneficiary can immediately perform), and such failure constitutes an Event of Default, without waiving or releasing Grantor from any obligation or default under this Deed of Trust, Beneficiary may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the rate provided in Section 2.11(c) of the Credit Agreement (the "Default Rate"), shall immediately, upon notice to Grantor, be due from Grantor to Beneficiary and the same shall be secured by this Deed of Trust and shall be a lien on the Mortgaged Property prior to any right, title to, interest in or claim upon the Mortgaged Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money by Beneficiary under this Section 12 shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary.

13. Hazardous Material. Beneficiary shall have the right at any time to conduct an environmental audit of the Premises, if it reasonably believes there has been a violation of applicable environmental laws in connection with such Premises, and Grantor shall cooperate in the conduct of such environmental audit. Grantor shall comply with all provisions of the Credit Agreement and the other Loan Documents regarding hazardous materials and environmental laws.

14. Events of Default. The occurrence of an Event of Default under any Loan Document shall constitute an Event of Default hereunder.

15. Remedies.

(a) Upon the occurrence and during the continuation of any Event of Default, in addition to any other rights and remedies Beneficiary may have pursuant to the Credit Agreement or the other Loan Documents, or as provided by law, and without limitation, Beneficiary may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary, subject to the terms of the Intercreditor Agreement:

(i) Beneficiary may, to the extent permitted by applicable law, (A) take immediate possession of all of the Mortgaged Property and take such action as Beneficiary, in its sole judgment, deems necessary to protect and preserve the Mortgaged Property, (B) institute, maintain and complete an action of mortgage foreclosure against all or any part of the Mortgaged Property and cause the Mortgaged Property to be sold in total or in parts, (C) purchase the Mortgaged Property at foreclosure sale, (D) institute and maintain an action on the Secured Obligations, (E) sell all or part of the Mortgaged Property (Grantor expressly granting to Trustee for the benefit of Beneficiary the power of sale), or (F) take such other action at law or in equity for the enforcement of this Deed of Trust or any of the other Loan Documents as the law may allow. Following a power of sale foreclosure, or in connection with a judicial foreclosure, Beneficiary may proceed in any such action to final judgment and execution thereon for all remaining sums due hereunder, together with interest thereon at the Default Rate, and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Beneficiary from the date of judgment until actual payment is made of the full amount of the judgment.

(ii) Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Secured Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Mortgaged Property to Beneficiary upon demand at any such time) and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(iii) At any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Grantor, may sell the Mortgaged Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Mortgaged Property

so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale (with Beneficiary having the right to credit bid). Grantor agrees to surrender complete possession of the Mortgaged Property to the purchaser at the trustee's sale immediately after such sale in the event such possession has not previously been surrendered by Grantor.

(iv) Even if steps have been taken to commence a power of sale foreclosure, Beneficiary shall have the option at all times to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall have the right at any time to commence a power of sale foreclosure even if Borrower has commenced a judicial foreclosure.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Beneficiary's election, in one parcel or in more than one parcel and Beneficiary is specifically empowered, (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

16. Sale of the Properties; Application of Proceeds. Subject to the requirements of applicable law, the proceeds or avails of a power of sale foreclosure or any other foreclosure sale and all moneys received by Beneficiary pursuant to any right given or action taken under the provisions of this Deed of Trust shall be applied as provided in the Credit Agreement and the Intercreditor Agreement.

17. Right of Beneficiary to Credit Sale. Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the Secured Obligations or other sums secured by this Deed of Trust the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust. In such event, this Deed of Trust, the Credit Agreement, and the other Loan Documents and documents evidencing expenditures secured hereby may be presented to the Secured Obligations as having been paid.

18. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Secured Obligations or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and

exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

19. Extension, Release, etc.

(a) Without affecting the lien or charge of this Deed of Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Secured Obligations, Beneficiary may, from time to time and without notice, agree to, subject to the terms of the Intercreditor Agreement, (i) release any person liable for the Secured Obligations, (ii) extend the maturity or alter any of the terms of the Secured Obligations or any guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Deed of Trust shall secure less than all of the principal amount due under the Loan Documents, it is expressly agreed that any repayments of the principal amount due under the Loan Documents shall not reduce the amount of the lien of this Deed of Trust until the lien amount shall equal the principal amount due under the Loan Documents outstanding.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Grantor shall affect the lien of this Deed of Trust or any liens, rights, powers or remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Beneficiary shall have the right to foreclose this Deed of Trust, Grantor authorizes Beneficiary at its option to foreclose the lien of this Deed of Trust subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Secured Obligations or to foreclose the lien of this Deed of Trust.

(d) Unless expressly provided otherwise, in the event that ownership of this Deed of Trust and title to the Mortgaged Property or any estate therein shall become vested in the same Person, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

(e) Upon the termination or release of any Lien or security interest created hereunder or any release of the Mortgaged Property or any portion thereof in accordance with this Deed of Trust or the other Loan Documents, the Beneficiary will, upon the request of Grantor and at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the Lien and security interest created hereunder or the release of such Mortgaged Property or any portion thereof as the case may be. Upon termination or release in accordance with

this Section 19, none of the Secured Parties shall have any continuing right or interest in the Mortgaged Property.

20. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Deed of Trust shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Utah. Unless as otherwise provided for in the Credit Agreement, if an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Beneficiary shall elect to proceed under the Code, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties.

(b) Grantor and Beneficiary agree, to the extent permitted by law, that: (i) this Deed of Trust upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of the Code; (ii) Grantor is the record owner of the Real Estate; and (iii) the addresses of Grantor and Beneficiary are as set forth on the first page of this Deed of Trust. Grantor's organizational number issued by the State of Delaware is 4335598.

(c) Grantor, upon request by Beneficiary from time to time, shall execute, acknowledge and deliver to Beneficiary one or more separate security agreements, in form reasonably satisfactory to Beneficiary, covering all or any part of the Mortgaged Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Beneficiary may reasonably request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and such security instrument. Grantor further agrees to pay to Beneficiary on demand all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Beneficiary shall reasonably require. If Grantor shall fail to furnish any financing or continuation statement within ten (10) days after request by Beneficiary, then pursuant to the provisions of the Code, Grantor hereby authorizes Beneficiary, without the signature of Grantor, to execute and file any such financing and continuation statements. The filing

of any financing or continuation statements in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Beneficiary to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

21. Assignment of Rents and Leases.

(a) In furtherance of and in addition to the assignment made by Grantor herein, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of any Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Grantor, the license herein granted shall automatically expire and terminate, without notice by Beneficiary (any such notice being hereby expressly waived by Grantor).

(b) Grantor acknowledges that Beneficiary has taken all reasonable actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject only to the Permitted Exceptions and in the case of security deposits, rights of depositors and requirements of law. Grantor acknowledges and agrees that upon recordation of this Deed of Trust, Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

(c) Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

22. Trust Funds. All lease security deposits of the Real Estate shall be treated as trust funds not to be commingled with any other funds of Grantor. Within ten (10) days after

request by Beneficiary, Grantor shall furnish Beneficiary satisfactory evidence of compliance with this Section 22, together with a statement of all lease security deposits by lessees and copies of all Leases not previously delivered to Beneficiary, which statement shall be certified by Grantor.

23. Additional Rights. The holder of any subordinate lien on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Deed of Trust nor shall any holder of any subordinate lien join any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Deed of Trust all subordinate lienholders are subject to and notified of this provision, and any action taken by any such lienholder contrary to this provision shall be null and void. Except as otherwise provided for in the Credit Agreement, upon the occurrence, and during the continuation, of any Event of Default, Beneficiary may, in its sole discretion and without regard to the adequacy of its security under this Deed of Trust, apply all or any part of any amounts on deposit with Beneficiary under this Deed of Trust against all or any part of the Secured Obligations. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Beneficiary on account of such Event of Default.

24. Rights and Responsibilities of Trustee; Other Provisions Relating to Trustee. Notwithstanding anything to the contrary in this Deed of Trust, Grantor and Beneficiary agree as follows.

(a) Exercise of Remedies by Trustee. To the extent that this Deed of Trust or applicable law authorizes or empowers Beneficiary to exercise any remedies set forth in Section 15 hereof or otherwise, or perform any acts in connection therewith, Trustee (but not to the exclusion of Beneficiary unless so required under the law of the State) shall have the power to exercise any or all such remedies, and to perform any acts provided for in this Deed of Trust in connection therewith, all for the benefit of Beneficiary and on Beneficiary's behalf in accordance with applicable law of the State. In connection therewith, Trustee: (a) shall not exercise, or waive the exercise of, any Beneficiary's remedies (other than any rights of Trustee to any indemnity or reimbursement), except at Beneficiary's request, and (b) shall exercise, or waive the exercise of, any or all of Beneficiary's remedies at Beneficiary's request, and in accordance with Beneficiary's directions as to the manner of such exercise or waiver. Trustee may, however, decline to follow Beneficiary's request or direction if Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

(b) Rights and Privileges of Trustee. To the extent that this Deed of Trust requires Grantor to reimburse Beneficiary for any expenditures Beneficiary may incur, Trustee shall be entitled to the same rights to reimbursement of expenses as Beneficiary, subject to such limitations and conditions as would apply in the case of Beneficiary. To the extent that this Deed of Trust negates or limits Beneficiary's liability as to any matter, Trustee shall be entitled to the same negation or limitation of liability. To the extent that Grantor, pursuant to this Deed of Trust, appoints Beneficiary as Grantor's attorney in fact for any purpose, Beneficiary or (when so instructed by

Beneficiary) Trustee shall be entitled to act on Grantor's behalf without joinder or confirmation by the other.

(c) Authority of Beneficiary. If Beneficiary is a banking corporation, state banking corporation or a national banking association and the instrument of appointment of any successor or replacement Trustee is executed on Beneficiary's behalf by an officer of such corporation, state banking corporation or national banking association, then such appointment may be executed by any authorized officer or agent of Beneficiary and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of Beneficiary.

(d) Effect of Appointment of Successor Trustee. Upon the appointment and designation of any successor, substitute or replacement Trustee, Trustee's entire estate and title in the Mortgaged Property shall vest in the designated successor, substitute or replacement Trustee. Such successor, substitute or replacement Trustee shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

(e) Confirmation of Transfer and Succession. Any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of his predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of any successor, substitute or replacement Trustee, any former Trustee ceasing to act shall execute and deliver an instrument transferring to such successor, substitute or replacement Trustee all of the right, title, estate and interest in the Mortgaged Property of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver all properties and moneys held by said Trustee hereunder to said successor, substitute or replacement Trustee.

(f) Exculpation. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence, willful misconduct or knowing violation of law. Trustee shall not be personally liable in case of entry by it, or anyone entering by virtue of the powers herein granted him, upon the Mortgaged Property for debts contracted or liability or damages incurred in the management or operation of the Mortgaged Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from

any other moneys (except to the extent required by law). Trustee shall be under no liability for interest on any moneys received by it hereunder.

(g) Endorsement and Execution of Documents. Upon Beneficiary's written request, Trustee shall, without liability or notice to Grantor, execute, consent to, or join in any instrument or agreement in connection with or necessary to effectuate the purposes of this Deed of Trust. Grantor hereby irrevocably designates Trustee as its attorney in fact to execute, acknowledge and deliver, on Grantor's behalf and in Grantor's name, all instruments or agreements necessary to implement any provision(s) of this Deed of Trust or to further perfect the lien created by this Deed of Trust on the Mortgaged Property. This power of attorney shall be deemed to be coupled with an interest and shall survive any disability of Grantor.

(h) Multiple Trustees. If Beneficiary appoints multiple trustees, then any Trustee, individually, may exercise all powers granted to Trustee under this instrument, without the need for action by any other Trustee(s).

(i) No Required Action. Trustee shall not be required to take any action under this Deed of Trust or to institute, appear in or defend any action, suit or other proceeding in connection therewith where in his opinion such action will be likely to involve him in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to him against any and all costs, expense and liabilities arising therefrom. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and makes no representation in respect thereof or in respect of the rights, remedies and recourses of Beneficiary.

(j) Terms of Trustee's Acceptance. Trustee accepts the trust created by this Deed of Trust upon the following terms and conditions:

(i) Delegation. Trustee may exercise any of its powers through appointment of attorney(s) in fact or agents.

(ii) Security. Trustee shall be under no obligation to take any action upon any Event of Default unless furnished security or indemnity, in form satisfactory to Trustee, against costs, expenses, and liabilities that Trustee may incur.

(iii) Costs and Expenses. Grantor shall reimburse Trustee, as part of the Secured Obligations secured hereunder, for all reasonable disbursements and expenses (including reasonable legal fees and expenses) incurred by reason of or arising from an Event of Default and as provided for in this Deed of Trust, including any of the foregoing incurred in Trustee's administering and executing the trust created by this Deed of Trust and performing Trustee's duties and exercising Trustee's powers under this Deed of Trust.

25. Credit Agreement. In the event of any conflict between the terms of the Credit Agreement and any provision of this Deed of Trust, the terms of the Credit Agreement shall govern and control.

26. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 9.01 of the Credit Agreement to Grantor in care of the Company and to Beneficiary as specified therein.

27. No Oral Modification. None of the terms or provisions of this Deed of Trust may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and the Agent; provided that any provision of this Agreement imposing obligations on the Grantor may be waived by the Agent in a written instrument executed by the Agent to the extent permitted by the Credit Agreement. To the extent permitted by applicable law, any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

28. Partial Invalidity. In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Deed of Trust or in any provisions of the other Loan Documents, the Secured Obligations shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Beneficiary.

29. Grantor's Waiver of Rights. To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Secured Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created.

30. Remedies Not Exclusive. Beneficiary shall be entitled to enforce payment and performance of the Secured Obligations and to exercise all rights and powers under this Deed of Trust or under any of the other Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter

be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary in such order and manner as Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary. In no event shall Beneficiary, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Beneficiary shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

31. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Secured Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Beneficiary may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Secured Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Beneficiary to extend the Loans, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Grantor further agrees that if Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Secured Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Beneficiary may commence or continue foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Mortgaged Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Deed of Trust nor the exercise of any other rights hereunder nor the recovery of any judgment by Beneficiary in any such proceedings shall prejudice, limit or preclude Beneficiary's right to commence or

continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Secured Obligations, and Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Beneficiary may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Secured Obligations (directly or indirectly) in the most economical and least time-consuming manner.

32. Successors and Assigns. All covenants of Grantor contained in this Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary at any time if in its sole discretion it deems such waiver advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Beneficiary, its successors and assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of Grantors shall be joint and several.

33. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Subject to the Credit Agreement, Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the Secured Obligations secured by this Deed of Trust without, as to the remainder of the security, in anywise impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien.

34. Governing Law, etc. This Deed of Trust shall be governed by and construed in accordance with the laws of Utah, except that Grantor expressly acknowledges that by their its terms the Credit Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would require the application of the laws of another jurisdiction, and for purposes of consistency, Grantor agrees that in any in personam proceeding related to this Deed of Trust the rights of the parties to this Deed of Trust shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State, without regard to principles of conflict of law that would require the application of the laws of another jurisdiction.

35. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary or any successor agent for the Secured Parties," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience or reference only and in no way limit or amplify the provisions hereof.

36. Waiver of Jury Trial. GRANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF GRANTEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT GRANTEE HAS BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 36.

[Signature Page Follows]

This Deed of Trust has been duly executed by Grantor on the date first above written.

HARLAND CLARKE CORP.,
a Delaware corporation

By: [Signature]
Name: Martin Wexler
Title: VP & Treasurer

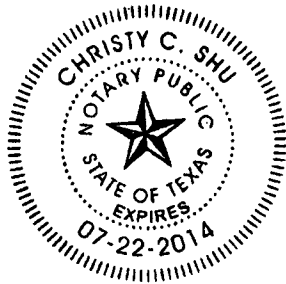
STATE OF Texas §
 §
COUNTY OF Bexar §

The foregoing instrument was ACKNOWLEDGED before me this 3rd day of April, 2012, by Martin Wexler, the VP & Treasurer of HARLAND CLARKE CORP., on behalf of said corporation.

[SEAL]

My Commission Expires:
7/22/14

[Signature]
Notary Public, State of Texas
Christy C. Shu
Printed Name of Notary Public



Schedule A

Description of the Premises

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

LOT 3, SALT LAKE INTERNATIONAL CENTER NO. 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 2:

A PARCEL OF LAND, THE EASTERN 341.43 FEET OF LOT 2, PLAT 7, SALT LAKE INTERNATIONAL CENTER, AN INDUSTRIAL SUBDIVISION LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 0° 02' 00" EAST, 301.00 FEET; THENCE SOUTH 89° 58' 00" WEST, 341.43 FEET; THENCE NORTH 0° 02' 00" WEST 301.00 FEET; THENCE NORTH 89° 58' 00" EAST, 341.43 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 2 FOR ACCESS AS SET OUT IN THAT CERTAIN WARRANTY DEED RECORDED JULY 15, 1983, AS ENTRY NO. 3818936, IN BOOK 5475 AT PAGE 867 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, SAID POINT BEING SOUTH 89° 58' 00" WEST 341.43 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2, PLAT 7; AND RUNNING THENCE SOUTH 0° 02' 00" EAST, 130.00 FEET; THENCE SOUTH 89° 58' 00" WEST, 15.00 FEET; THENCE NORTH 0° 02' 00" WEST, 130.00 FEET; THENCE NORTH 89° 58' 00" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:

Parcel No. 1: 4867 West Harold Gatty Drive, Salt Lake City, UT 84116

Parcel No. 2: 4883 West Harold Gatty Drive, Salt Lake City, UT 84116

Tax Parcel No(s): 07-36-229-002-0000
 07-26-229-004-0000