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Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: FIRST AMERICAN PHEONIX (ACH)

This instrument was prepared by
and when recorded, this instrument should be returned to:

Kutak Rock LLP
1650 Farnam St.
Omaha, NE 68102

**COURTESY RECORDING
NO TITLE LIABILITY**

Re: Unit No. 7533 -- 1024 North Main Street, Tooele, Tooele County, UT 84074

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

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT AND FIXTURE FILING (herein called this "Deed of Trust") dated as of February 1, 2016, is executed by **AMD PIZZA LLC**, a Utah limited liability company, as grantor and trustor (herein, together with its successors and assigns, called "Trustor"), with a mailing address at 14328 Log Home Lane, Herriman, Utah 84096, to **FIRST AMERICAN TITLE** ("Trustee") as trustee, whose mailing address is 1 First American Way, Santa Ana, California 92707, for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Lender (together with its successors and assigns, called "Beneficiary"), with a mailing address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attention: Loan Administration.

WHEREAS, reference is hereby made to that certain Credit Agreement dated on or about the date hereof by and among Trustor, **NSFM PIZZA INC.**, a Utah corporation, and **DESERT SUN PIZZA LLC**, a Utah limited liability company, as borrower (collectively, "Borrower"), and Beneficiary, as lender (the "Lender") (as may be amended, supplemented, consolidated, replaced, renewed, extended or modified from time to time, the "Credit Agreement"). Pursuant to the Credit Agreement, Beneficiary has agreed to loan certain funds to Borrower (the "Loan") and Borrower has executed and delivered to Beneficiary that certain Note or Notes evidencing Borrower's obligation to repay the Loan (collectively, the "Note").

WHEREAS, the obligations secured by this Deed of Trust (the "Obligations") are comprised at any time of the following:

(a) the full and punctual payment by Borrower when due of (i) all principal of and interest on the Loan and the Note; and (ii) all other amounts payable by Borrower pursuant to the Credit Agreement, the Note or any other document or instrument evidencing or securing the Loan (together with the Credit Agreement, the Note and this Deed of Trust, the "Loan Documents" or individually a "Loan Document");

(b) the full and punctual payment when due of all amounts payable by Trustor under this Deed of Trust, including, without limitation, indemnification obligations and advances made pursuant to the Loan Documents;

(c) the performance and observance by Borrower of each other term, covenant, agreement, requirement, condition and other provision to be performed or observed by Borrower under any Loan Document;

(d) the performance and observance by Trustor or any other Borrower of each other term, covenant, agreement, requirement, condition and other provision to be performed or observed by Trustor or any other Borrower under all amendments, supplements, consolidations, replacements, renewals, extensions or other modifications of the foregoing, in each case whether now existing or hereafter arising; and

(e) any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of Borrower (whether as maker, endorser, surety, guarantor or otherwise) to Beneficiary and/or Beneficiary's affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Beneficiary and/or Beneficiary's affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured, including, but not limited to, any letter of credit issued by Beneficiary for the account of Borrower; together with all expenses, attorneys' fees, paralegals' fees and legal assistants' fees incurred by Beneficiary and/or Beneficiary's affiliates in the preparation, execution, perfection or enforcement of any document relating to any of the foregoing.

The Obligations shall include, without limitation, any interest, costs, fees and expenses which accrue on or with respect to any of the foregoing, whether before or after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Trustor or any other Borrower.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for the purpose of securing the due and punctual payment, performance and observance of the Obligations and intending to be bound hereby, TRUSTOR DOES HEREBY IRREVOCABLY MORTGAGE, GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, WARRANT, TRANSFER AND CONVEY TO TRUSTEE, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, FOR THE BENEFIT OF BENEFICIARY, AND GRANTS A SECURITY INTEREST TO BENEFICIARY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, in, as expressly set forth below, and for the purpose and upon the terms and conditions hereinafter set forth, all of the following property and rights (collectively called the "Trust Estate"), to wit (each of the following sections a "Granting Clause" and collectively, the "Granting Clauses"):

(a) Leasehold Estate. All estate, right, title and interest of Trustor in, to, under or derived from the lease described in Exhibit A, Part II (the "Site Lease") affecting those certain lots, pieces, tracts or parcels of land located in certain cities and/or counties in the State of Utah, more particularly described in Exhibit A, Part I attached hereto and incorporated herein by this reference (the "Land"); together with all amendments, supplements, consolidations, extensions, renewals and other modifications of the Site Lease now or hereafter entered into in accordance with the provisions thereof (the "Leasehold Estate"); together with all other, further, additional or greater estate, right, title or interest of Trustor in, to, under or derived from the Land, the Leasehold Estate and the Improvements now or hereafter located thereon which may at any time be acquired by Trustor by the terms of the Site Lease by reason of the exercise of any option thereunder or otherwise.

(b) Improvements. All right, title and interest of Trustor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable Law (the foregoing being collectively the "Improvements"; and the Land with the Improvements thereon and Equipment therein and Appurtenant Rights thereto being collectively called the "Premises").

(c) Equipment. All estate, right, title and interest of Trustor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor, and all other customary franchise restaurant equipment and other tangible property of every kind and nature whatsoever owned by Trustor, or in which Trustor has or shall have an interest, now or hereafter located upon the Land, or usable exclusively in connection with the present or future operation and occupancy of the Premises (hereinafter collectively called the "Equipment").

(d) Appurtenant Rights. All estate, right, title and interest of Trustor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the Leasehold Estate; all development, operating or similar rights appurtenant to the Leasehold Estate (including, without limitation, all rights arising from reciprocal access agreements, use or development agreements, and parking agreements); and all easements, licenses and rights of way now or hereafter appertaining to the Leasehold Estate (hereinafter collectively called "Appurtenant Rights").

(e) General Intangibles, Payment Rights and Agreements. All estate, right, title and interest of Trustor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Premises or to the present or future operation or occupancy of the Premises, and all plans, specifications, maps, surveys, studies, records, insurance policies, guarantees and warranties, all relating to the Premises or to the present or future operation or occupancy of the Premises, all management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Premises (the foregoing being herein collectively called the "Agreements") and all other agreements affecting or relating to the use, enjoyment or occupancy of the Premises or the Equipment.

(f) Leases. All estate, right, title and interest of Trustor in, to, under and derived from any lease, tenancy, subtenancy, license, concession or other occupancy agreement relating to the Premises (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof) (the "Leases"), other than the Site Lease assigned under Granting Clause (a) above, now or hereafter in effect, whether or not of record; and all right, title and interest of Trustor thereunder and related thereto, including, without limitation, all guaranties thereof, all cash or security deposits, all advance rentals, and all deposits or payments of a similar nature and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which Trustor or any lessor is or may become entitled to do under the Leases.

(g) Rents, Issues and Profits. All estate, right, title and interest of Trustor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Premises, including all rents and other sums now or hereafter payable pursuant to the Leases; and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Premises, including oil, gas and mineral royalties (herein collectively called the "Rents"), all of which Trustor hereby irrevocably directs be paid to Beneficiary, subject to the license granted to Trustor pursuant to Section 5.07, to be held, applied and disbursed as provided in this Deed of Trust.

(h) Permits. All estate, right, title and interest of Trustor in, to, under or derived from all licenses, certificates, variances, consents and other permits now or hereafter pertaining to the Premises and all estate, right, title and interest of Trustor in, to, under or derived from all tradenames or business names relating to the Premises or the present or future operation or occupancy of the Premises (herein collectively called the "Permits"), excluding, however, from the grant under this Granting Clause (but not from the definition of the term "Permits" for the other purposes hereof) any Permits which cannot be transferred or encumbered by Trustor without causing a default thereunder or a termination thereof.

(i) Proceeds and Awards. All estate, right, title and interest of Trustor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), whether

voluntary or involuntary, of any of the Trust Estate described above, including all insurance proceeds and awards and title insurance proceeds, now or hereafter relating to any of the Trust Estate, all of which Trustor hereby irrevocably directs be paid to Beneficiary to the extent provided hereunder, to be held, applied and disbursed as provided in the Credit Agreement.

Notwithstanding the foregoing, the inclusion of general intangibles as part of the Trust Estate and the creation, attachment and perfection of Beneficiary's security interest in general intangibles in accordance with the provision of Section 9-408(a) of the Uniform Commercial Code, such creation, attachment and perfection, as it relates to each Franchise Agreement, is subject to the limitations imposed by Section 9-408(d) of the Uniform Commercial Code.

TO HAVE AND TO HOLD the Trust Estate unto Trustee, for the benefit and security of Beneficiary, its successors and assigns, under and subject to the terms and conditions of this Deed of Trust, and for the security and enforcement of the prompt and complete payment and performance when due of all of the Obligations and the performance and observance by Trustor of all covenants, obligations and conditions to be performed or observed by Trustor pursuant to the Credit Agreement, the Note, and the other Loan Documents.

PROVIDED, HOWEVER, that Beneficiary may from time to time release or reconvey all or a portion of the Trust Estate, in accordance with the terms and conditions of the Credit Agreement and applicable Law.

Trustor covenants with Beneficiary that Trustor is the owner of a valid and subsisting leasehold interest in and to the Trust Estate; that the same is free from all encumbrances, except for the Permitted Liens (hereinafter defined); that Trustor has good right, full power and lawful authority to sell and convey the same to Beneficiary and that Trustor and its successors and assigns, executors and administrators shall and will warrant and defend the same to the Beneficiary and its successors and assigns forever against claims and demands of all persons.

TRUSTOR ADDITIONALLY COVENANTS AND AGREES WITH BENEFICIARY AS FOLLOWS:

ARTICLE I DEFINITIONS

1.01. Definitions. Capitalized terms used, but not otherwise defined herein, are defined in, or by reference to the Credit Agreement and have the same meanings herein as therein.

ARTICLE II CERTAIN WARRANTIES AND COVENANTS OF TRUSTOR

2.01. Authority and Effectiveness.

(a) Trustor represents, warrants and covenants that (i) Trustor is and shall be duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, and duly qualified to do business and in good standing in the state in which the Premises is located and has and will have all governmental licenses, authorizations, consents and other qualifications required to carry on its business as now conducted, to own the Trust Estate and to execute, deliver and perform this Deed of Trust; (ii) the execution, delivery and performance by Trustor of this Deed of Trust are within Trustor's company power, have been duly authorized by all necessary company action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not and will not contravene, or constitute a default under, any provision of the organizational documents of Trustor or of any agreement, judgment, injunction, order, decree or other instrument binding upon Trustor or relating to the Premises; and (iii) this Deed of Trust constitutes a legal, valid, binding and enforceable agreement of Trustor.

(b) Trustor shall cause the representations and warranties in subsection (a) of this Section to continue to be true in each and every respect at all times prior to the termination of this Deed of Trust.

2.02. Title and Further Assurances.

(a) Trustor hereby represents and warrants to Beneficiary that:

(i) Trustor is the owner of a valid and subsisting leasehold interest in the Land and the Improvements free from all liens, security interests, Leases, charges or encumbrances whatsoever, except for such liens as are permitted under the Credit Agreement ("Permitted Liens");

(ii) Trustor has good and lawful right to mortgage the Trust Estate to Beneficiary without the consent of any Person other than those consents which have been obtained;

(iii) the lien created by this Deed of Trust constitutes a valid, binding and enforceable lien on the Trust Estate;

(iv) the Site Lease creates and constitutes in the tenant thereunder a valid and subsisting leasehold interest in the Leasehold Estate; the Site Lease has not been modified or amended, except as disclosed to Beneficiary in writing; there is no default under the Site Lease, all rents due have been paid in full; no action has commenced and is pending to terminate the Site Lease; and Trustor is the owner of the leasehold interest under the Site Lease and Trustor is the owner of the Improvements, in each case subject to the provisions of the Site Lease; and

(v) the Permitted Liens do not materially interfere with or materially adversely affect the use, value or operation of the Premises.

(b) Trustor shall (i) cause the representations and warranties in subsection (a) of this Section to continue to be true in each and every respect at all times prior to the termination of this Deed of Trust; and (ii) preserve, protect, warrant and defend (1) the estate, right, title and interest of Trustor in and to its Trust Estate (2) the validity, enforceability and priority of the lien of this Deed of Trust, and (3) the right, title and interest of Trustee, Beneficiary, and any purchaser at any sale of the Trust Estate hereunder or relating hereto.

(c) Upon full execution, acknowledgment and the recording of this Deed of Trust in the county recording office of the county in which the Land is located, the lien of this Deed of Trust shall be a perfected mortgage lien and fixture filing on the Trust Estate.

(d) Trustor shall perform all acts that may be necessary to continue, maintain, preserve, protect and perfect the Trust Estate, the lien granted to Beneficiary therein and the perfected priority of such lien. Upon request by Beneficiary, Trustor shall at its sole cost and expense (i) promptly correct any defect or error which may be discovered in this Deed of Trust or any financing statement or other document relating hereto; and (ii) promptly execute, acknowledge, deliver, record, and re-record, register and re-register, and file and re-file this Deed of Trust and any fixture filings, financing statements or other documents which Beneficiary may reasonably require from time to time (all in form and substance reasonably satisfactory to Beneficiary) in order (1) to effectuate, complete, perfect, continue or preserve the lien of this Deed of Trust on the Trust Estate, whether now owned or hereafter acquired, (2) to correct or change the name of Trustor following any change in its identity or sale of the Trust Estate, or (3) to effectuate, complete, perfect, continue or preserve any right, power or privilege granted or intended to be granted to Beneficiary hereunder.

2.03. Secured Obligations. Trustor shall duly and punctually pay, perform and observe the Obligations binding upon Trustor.

2.04. Impositions. Subject to Section 2.06 and Section 2.09, Trustor shall (a) duly and punctually pay all Impositions before any fine, penalty, interest or cost may be added for nonpayment; and (b) promptly notify

Beneficiary of the receipt by Trustor of any notice of default in the payment of any Imposition. The term “Impositions” means all taxes, assessments and other governmental charges, ground rents, or other rents, charges, excises, levies, fees and other charges (public or private) which may be assessed, levied or imposed on, or in respect of or be a lien upon the Trust Estate or any part thereof or any interest therein.

2.05. Compliance with Legal and Insurance Requirements.

(a) Trustor represents and warrants that (i) as of the date hereof, the Premises and the use and operation thereof comply in all material respects with all Legal Requirements (as defined below), Insurance Requirements (as defined below) and Contractual Obligations; (ii) there is no material default under any Legal Requirement, Insurance Requirement or Contractual Obligation; and (iii) the execution, delivery and performance of this Deed of Trust does not require any consent the failure of which to obtain would contravene any provision of and constitute a material default under, any Legal Requirement, Insurance Requirement or Contractual Obligation. Notwithstanding the limitations set forth in the preceding sentence, Trustor represents and warrants that as of the date hereof, the Premises and the use thereof comply with all Environmental Laws and that Trustor has complied and shall comply with all Environmental Laws.

(b) Subject to Section 2.06 and Section 2.09, Trustor shall promptly perform and observe, or cause to be performed and observed and cause the Premises to comply with, if the failure to so perform and observe would have a Material Adverse Effect, (i) all laws, rules, regulations, judgments, orders, permits, licenses, authorizations and other requirements of and agreements with all governments, department agencies, courts and officials, which now or hereafter shall be applicable to the Trust Estate or any part thereof or any use or condition thereof including, without limitation, all Environmental Laws (herein collectively called the “Legal Requirements”); (ii) all terms of any insurance policy covering or applicable to the Trust Estate or any part thereof as required by the Credit Agreement, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to the Trust Estate or any part thereof or any use or condition thereof (herein collectively called the “Insurance Requirements”); and (iii) all Permits required for any construction, reconstruction, repair, alteration, addition, improvement, maintenance, use and operation of the Premises.

(c) Trustor shall promptly notify Beneficiary of the receipt by Trustor of any notice of default under any Legal Requirement, Insurance Requirement, Contractual Obligation, Permitted Lien or Permit or of the receipt by Trustor of any notice of any threatened or actual termination of any Permit, insurance policy, or Site Lease and furnish to Beneficiary a copy of such notice of default or termination.

2.06. Impound and Security Account. Upon the occurrence of an Event of Default, at Beneficiary’s option and upon its demand and except where and to the degree prohibited by law, Trustor shall, until all Obligations have been paid in full, pay to Beneficiary each month an amount estimated by Beneficiary to be equal to (a) the Impositions, (b) all payments and premiums with respect to the Insurance Requirements, and (c) all lease payments under the Site Lease next due. Estimated payments of Impositions, Insurance Requirements and Site Lease payments shall be calculated by dividing the amount next due by, in each instance, the number of months to lapse preceding the month in which the same, respectively, will become due. All sums so paid shall not bear interest, except to the extent and in the minimum amount required by law, and Beneficiary shall, unless Trustor is otherwise in default hereunder or under any obligation secured hereby, apply said funds to the payment of, or at the sole option of Beneficiary release said funds to Trustor for application to and payment of, such Impositions, Insurance Requirements and Site Lease payments. However, upon the occurrence of an Event of Default by Trustor hereunder or under any obligation secured hereby, Beneficiary may, at its sole option, apply all or any part of said sums to any Obligations or to advance sums to pay such Imposition, Insurance Requirement or Site Lease payment, which advance shall not cure Trustor’s default hereunder.

2.07. Sale; Liens.

(a) Except as otherwise provided in the Credit Agreement, Trustor shall not sell, assign, transfer, convey, lease, mortgage, pledge, hypothecate, or permit to be sold, assigned, transferred, conveyed, leased, mortgaged, pledged, hypothecated or otherwise disposed of, the Trust Estate or any part thereof or interest therein (for the purposes of this Section, a “Transfer”), and shall not create, suffer or permit to be created or exist any lien attaching to the Trust Estate or any part thereof or interest therein, except the Permitted Liens or as permitted by the Credit Agreement. In the event of any Transfer or the creation, suffering, permitting to be created of any lien attaching to the Trust Estate or any part thereof, that is not expressly permitted hereunder or under the terms of the Credit Agreement and is without the prior written consent of Beneficiary, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all of the Obligations immediately due and payable and pursue its rights and remedies under Article V. Consent to one such Transfer or lien shall not be deemed to be a waiver of the right to require the consent to future or successive Transfers or liens. Beneficiary shall have the right to grant or deny such consent in its absolute discretion. If consent should be given to a Transfer and if this Deed of Trust is not released to the extent of the Trust Estate transferred or subjected to a lien by a writing signed by Beneficiary and recorded in the proper city, town, county or parish records, then any such Transfer or lien shall be subject to this Deed of Trust and any such transferee shall assume all obligations hereunder and agree to be bound by all of the provisions contained hereunder.

(b) The Loan may not be assumed by a new borrower without the express written consent of Beneficiary, which consent may be withheld in Beneficiary’s sole discretion.

2.08. Status and Care of the Premises.

(a) Trustor represents and warrants that (i) the Premises is served by all necessary water, sanitary and storm sewer, electric, gas, telephone and other utility facilities which facilities have capacities which are sufficient to serve the current and anticipated future use and occupancy of the Premises as presently constructed; (ii) the Premises has legal access to public streets or roads sufficient to serve the current and anticipated future use and operation of the Premises as presently constructed; (iii) to the extent that the Premises is located in an area identified by the Secretary of Housing and Urban Development or a successor thereto as an area having special flood hazards or as an area designated as “flood prone” or a “flood risk area” pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, and any amendments or supplements thereto or substitutions therefor, Trustor has purchased flood insurance to the extent available; and (iv) all activities and conditions on the Premises are currently in compliance with all Legal Requirements.

(b) Trustor (i) shall use and operate the Premises, or cause the same to be used and operated as a Domino’s Pizza franchise; (ii) shall cause all activities on the Premises to comply with all Legal Requirements at all times; (iii) shall at all times operate and maintain the Premises, or cause the same to be operated and maintained, in good order, repair and condition except (subject to the provisions of this Section) for reasonable wear and tear; (iv) subject to the provisions of Section 3.02, shall promptly make, or cause to be made, all repairs, replacements, alterations, additions and improvements of and to the Premises necessary or appropriate to keep the Premises in good order, repair and condition; (v) shall not initiate, affirmatively support or consent to any change in the applicable zoning adversely affecting the Premises, or seek any zoning variance (or any change in any variance) adversely affecting the Premises; and (vi) shall, promptly after receiving notice or obtaining knowledge of any proposed or threatened change in the zoning affecting the Premises which would result in the current use of the Premises being a non-conforming use, notify Beneficiary thereof and diligently contest the same at Trustor’s expense by any action or proceeding deemed appropriate by Trustor or requested by Beneficiary.

2.09. Permitted Contests. After prior notice to Beneficiary, Trustor may contest at Trustor’s expense, by appropriate legal or other proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition or lien therefor, any Legal Requirement, or any lien of any laborer, mechanic, materialman, supplier or vendor, provided that (a) the Trust Estate, or any part thereof or estate or interest therein, shall not be in any danger of being sold, forfeited or lost by reason of such proceedings; (b) in the case of (i) liens of laborers, mechanics, materialmen, suppliers or vendors or (ii) the Impositions, or liens therefor, such proceedings shall suspend the foreclosure of any such lien or any other collection thereof from the Trust Estate;

(c) in the case of a Legal Requirement, Beneficiary shall not be in any danger of any criminal liability or, unless Trustor shall have furnished a bond or other security therefor reasonably satisfactory to Beneficiary, any additional civil liability for failure to comply therewith, and the Trust Estate, or any part thereof or estate or interest therein, shall not be subject to the imposition of any lien as a result of such failure which is not properly contested pursuant to this Section 2.09; and (d) if reasonably required by Beneficiary, Trustor shall have furnished to Beneficiary a bond or other security reasonably satisfactory to Beneficiary.

2.10. Inspection. Beneficiary and its authorized agents and employees and any person designated by Beneficiary shall have the right to enter on and into the Premises at all reasonable times and, except in the event of an emergency, after reasonable notice for the purpose of inspecting the same, provided such inspection shall not unreasonably disturb business activities at the Premises.

2.11. Compliance with Instruments. Trustor shall promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all other instruments affecting the Premises if the failure to so perform or observe would have a Material Adverse Effect and shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Trust Estate if the failure so to do would have a Material Adverse Effect.

2.12. Improvements. To the best of Trustor's knowledge, all Improvements on the Land lie wholly within the boundary and building restriction lines of the Land and no improvements on adjoining properties encroach upon the Land in any respect so as to have a Material Adverse Effect on the use, operation or value of the Premises.

2.13. Casualty; Condemnation. Trustor represents and warrants to Beneficiary that the Trust Estate is free of material damage and waste and, to Trustor's knowledge, there is no proceeding pending or threatened for the total or partial condemnation thereof.

2.14. Zoning and Other Laws. Trustor represents and warrants to Beneficiary that (a) the Premises and the use thereof, separate and apart from any other properties, constitute a legal and conforming use in compliance with the zoning regulations for which the Premises is located; (b) the Premises complies with all applicable subdivision laws, ordinances and regulations, such that failure to comply would not have a Material Adverse Effect; and (c) all inspections, licenses and certificates required, whether by law, ordinance, regulation or insurance standards, to be made or issued with respect to the Premises have been made by or issued by appropriate authorities, such that a failure to obtain such inspections, licenses or certificates would not have a Material Adverse Effect.

2.15. Site Lease.

(a) Trustor represents and warrants that (i) Exhibit A, Part II contains a description of the Site Lease; (ii) Trustor has furnished to Beneficiary a copy of the Site Lease certified as true and correct by Trustor; (iii) except as described in Exhibit A, Part II the Site Lease has not been modified, assigned by Trustor or, to the knowledge of Trustor, assigned by the landlord thereunder; (iv) the Site Lease is in full force and effect and, to the knowledge of Trustor, there is no default, or existing condition which with the giving of notice or passage of time or both would cause a default under the Site Lease; and (v) the execution, delivery and performance of this Deed of Trust do not require any consent under, and will not contravene any provision of or cause a default under the Site Lease.

(b) Trustor (i) shall duly and punctually pay, perform and observe (unless being paid pursuant to Section 2.06 or being contested pursuant to Section 2.09) all of its obligations under the Site Lease; (ii) shall do all things reasonably necessary or appropriate to enforce, preserve and keep unimpaired the rights of Trustor; (iii) other than with respect to a Permitted Relocation, shall not enter into any amendment or other agreement or take any other action or fail to take any action that would modify or terminate any rights or obligations of Trustor or of the landlord under the Site Lease or subordinate any right of Trustor under the Site Lease to any lien; (iv) shall notify Beneficiary

in writing not later than ninety (90) days prior to the last date on which Trustor can exercise (A) any right to extend the term of the Site Lease or (B) any option to purchase or otherwise acquire the interest of the landlord under the Site Lease, of the existence of such right or option; (v) to the extent the current term of the Site Lease does not extend beyond the maturity date of the Loan, shall exercise (not later than thirty (30) days prior to the last date on which Trustor may timely do so) each right or option of Trustor under the Site Lease to extend the term thereof; (vi) shall notify Beneficiary (promptly after receipt or contemporaneously when given, as the case may be) of the receipt or giving by Trustor of any notice of default under, or any notice of the possible or actual termination of, the Site Lease, accompanied by a copy of such notice (the failure of Trustor to comply with this subclause (vi) shall constitute an Event of Default hereunder); and (vii) shall promptly notify Beneficiary, upon Trustor's acquisition of knowledge thereof, of the occurrence of any event or condition which with the passage of time or giving of notice would constitute a default under the Site Lease. Beneficiary is hereby irrevocably appointed the true and lawful attorney of Trustor and any subsequent owner of the Premises to exercise, in its own name and stead or in the name of Trustor, each right or option of Trustor under the Site Lease to extend the term thereof or to purchase or otherwise acquire the interest of the landlord under the Site Lease, and for that purpose Beneficiary may execute all necessary documents and instruments to exercise each option and may substitute Persons with like power, Trustor or any subsequent owner of the Premises hereby ratifying and confirming all that their said attorney or such substitutes shall lawfully do by virtue hereof. Nevertheless, Trustor or any subsequent owner of the Premises, if so requested in writing by Beneficiary shall ratify and confirm the exercise of any such option by executing and delivering to Beneficiary or to such purchasers any instrument which, in the judgment of Beneficiary, is suitable or appropriate therefor. Trustor acknowledges (i) that this power of attorney is given to Beneficiary in consideration for Beneficiary's (A) making of the Loan and (B) not requiring Trustor to exercise the option to extend the term of the Site Lease or exercise any purchase option before the Closing Date, (ii) that it is reasonable for Beneficiary to require the leasehold term to extend beyond the maturity of the Note; (iii) that if any option is exercised by Beneficiary, Trustor agrees it is and shall remain solely liable with respect thereto as tenant under the Site Lease and releases Beneficiary from any and all liability with respect thereto or claims relating thereto.

(c) So long as any portion of the Obligations shall remain unpaid, unless Beneficiary shall otherwise consent, the fee title to the Land and the leasehold estate therein created pursuant to the provisions of the Site Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Trustor, the owner, or in any other person by purchase, operation of law or otherwise. Beneficiary reserves the right, at any time, to release portions of the Trust Estate, including, but not limited to, the leasehold estate created by the Site Lease, with or without consideration, at Beneficiary's election, without waiving or affecting any of its rights hereunder or under the Loan Documents and any such release shall not affect Beneficiary's rights in connection with the portion of the Trust Estate not so released.

(d) So long as any portion of the Obligations remains unpaid, if Trustor shall become the owner and holder of the fee title to the Land, the lien of this Deed of Trust shall be spread to cover Trustor's fee title to the Land and said fee title shall be deemed to be included in the Trust Estate. Trustor agrees to execute any and all documents or instruments necessary to subject its fee title to the Land to the lien of this Deed of Trust, in form and substance satisfactory to Beneficiary.

(e) Trustor hereby unconditionally assigns, transfers and sets over to Beneficiary all of Trustor's claims and rights to the payment of damages arising from any rejection by the owner of the Site Lease under the Bankruptcy Code. Beneficiary shall have the right to proceed in its own name or in the name of Trustor in respect of any claim, suit, action or proceeding relating to the rejection of the Site Lease, including, without limitation, the right to file and prosecute, to the exclusion of Trustor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the owner under the Bankruptcy Code. Subject to the provisions of Section 5.07, this assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Obligations shall have been satisfied and discharged in full. Any amounts received by Beneficiary as damages arising out of the rejection of the Site Lease as aforesaid shall be applied first to all costs and expenses of Beneficiary (including, without limitation, attorneys' fees and disbursements) incurred in connection with the exercise of any of its rights or remedies under this Section 2.15(e).

(f) Trustor shall not, without Beneficiary's prior written consent, elect to treat the Site Lease as terminated under Section 365(h)(1) of the Bankruptcy Code. Any such election made without Beneficiary's prior written consent shall be void.

(g) If pursuant to Section 365(h)(1) of the Bankruptcy Code, Trustor seeks to offset against the Rents reserved in the Site Lease the amount of any damages caused by the non-performance by the owner of any of the owner's obligations under the Site Lease after the rejection by the owner of the Site Lease under the Bankruptcy Code, Trustor shall, prior to effecting such offset, notify Beneficiary of its intention to do so, setting forth the amounts proposed to be so offset and the basis therefor. Beneficiary shall have the right, within (10) days after receipt of such notice from Trustor, to reasonably object to all or any part of such offset, and, in the event of such reasonable objection, Trustor shall not effect any offset of the amounts so objected to by Beneficiary for a period of thirty (30) days after Beneficiary has delivered its objection notice to Trustor during which time Beneficiary shall have the right to bring its objections to the attention of any court supervising the bankruptcy of the owner of the Site Lease and both Beneficiary and Trustor agree to abide by the decision of any such court. If (A) Beneficiary has failed to object as aforesaid within ten (10) days after notice from Trustor or (B) the court fails to render its decision within the above-mentioned thirty (30) day period, Trustor may proceed to effect such offset in the amounts set forth in Trustor's notice. Neither Beneficiary's failure to object as aforesaid nor any objection or other communication between Beneficiary and Trustor relating to such offset shall constitute an approval of any such offset by Beneficiary.

(h) If any action, proceeding, motion or notice shall be commenced or filed in respect of Trustor or the Trust Estate in connection with any case under the Bankruptcy Code (other than a case under the Bankruptcy Code commenced with respect to Trustor), Beneficiary shall have the option, to the exclusion of Trustor, exercisable upon notice from Beneficiary to Trustor, to conduct and control any such litigation with counsel of Beneficiary's choice. Beneficiary may proceed in its own name or in the name of Trustor in connection with any such litigation, and Trustor agrees to execute any and all powers, authorizations, consents and other documents required by Beneficiary in connection therewith. Trustor shall pay to Beneficiary all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) paid or incurred by Beneficiary in connection with the prosecution or conduct of any such proceedings within five (5) days after notice from Beneficiary setting forth such costs and expenses in reasonable detail. Any such costs or expenses not paid by Trustor as aforesaid shall be secured by the lien of this Deed of Trust and shall be added to the principal amount of the indebtedness secured hereby. Trustor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Site Lease in any such case under the Bankruptcy Code (other than a case under the Bankruptcy Code commenced with respect to Trustor) without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld.

(i) Trustor shall promptly, after obtaining knowledge thereof, notify Beneficiary of any filing by or against the owner of the Land of a petition under the Bankruptcy Code, setting forth any information available to Trustor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Trustor shall promptly deliver to Beneficiary following receipt any and all notices, summonses, pleadings, applications and other documents received by Trustor in connection with any such petition and any proceedings relating thereto.

(j) If there shall be filed by or against Trustor a petition under the Bankruptcy Code, and Trustor, as the tenant under the Site Lease, shall determine to reject the Site Lease pursuant to Section 365(a) of the Bankruptcy Code, then Trustor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Trustor shall apply to the bankruptcy court for authority to reject the Site Lease. Beneficiary shall have the right, but not the obligation, to serve upon Trustor within such ten (10)-day period a notice stating that (i) Beneficiary demands that Trustor assume and assign the Site Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code and (ii) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance of Trustor's obligations under the Site Lease. If Beneficiary serves upon Trustor the notice described in the preceding sentence, Trustor shall not seek to reject the Site Lease and shall seek court approval to comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after

the notice shall have been given, subject to the performance by Beneficiary of the covenant provided for in clause (ii) of the preceding sentence.

(k) Effective upon the entry of an order for relief in respect of Trustor under the Bankruptcy Code, Trustor hereby assigns and transfers to Beneficiary a non-exclusive right to apply to the bankruptcy court under Section 365(d)(4) of the Bankruptcy Code for an order extending the period during which the Site Lease may be rejected or assumed.

2.16 Use of Loan Proceeds. Trustor shall use the proceeds of the Loan only for the purposes set forth in the Credit Agreement.

ARTICLE III INSURANCE, CASUALTY AND CONDEMNATION

3.01. Insurance. Trustor shall comply with all of the terms and provisions of and shall maintain, or cause to be maintained, with respect to the Premises the insurance required by the Credit Agreement.

3.02. Casualty and Condemnation. Trustor's right to collect or use any insurance proceeds or awards resulting from any casualty loss or condemnation shall be subject to, and applied in accordance with, the terms and provisions of the Credit Agreement. Trustor hereby authorizes and directs any affected insurance company and any affected governmental body responsible for such condemnation to make payment of the insurance proceeds or awards directly to Beneficiary. Trustor hereby irrevocably assigns to Beneficiary all insurance proceeds and awards to which Trustor may become entitled by reason of its interests in the Premises if a loss occurs, to be applied in accordance with the Credit Agreement.

ARTICLE IV EXPENSES AND INDEMNIFICATION

4.01. Expenses. Upon written demand, Trustor (a) shall reimburse Beneficiary and Trustee for all actual out-of-pocket expenses, including reasonable attorneys' fees and expenses, paid or incurred by Beneficiary or Trustee in connection with (i) any default or alleged default, (ii) the perfection, protection, exercise or enforcement of any right or remedy under or with respect to this Deed of Trust or any other Loan Document, and (iii) the execution, delivery, administration or performance of this Deed of Trust or any other Loan Document and any consent or waiver thereunder and any amendment thereof, or (b) if an Event of Default occurs, shall reimburse Beneficiary and Trustee for all actual out-of-pocket expenses, including reasonable attorneys' fees and expenses, (i) paid or incurred by Beneficiary or Trustee in connection with (1) such Event of Default and collection, bankruptcy, insolvency and enforcement proceedings resulting therefrom or (2) the exercise or enforcement of any right or remedy under or with respect to this Deed of Trust or any other Loan Document or (ii) otherwise paid or incurred with respect to this Deed of Trust or any other Loan Document, together, in each case, with interest thereon at the Default Rate from the date paid by Beneficiary or Trustee through the date repaid to Beneficiary or Trustee, as the case may be. All such funds advanced in the reasonable exercise of Beneficiary's or Trustee's judgment that the same are needed to protect the Trust Estate, the lien of this Deed of Trust, or the Obligations are to be deemed obligatory advances hereunder and shall constitute additional indebtedness secured by this Deed of Trust. The obligations of Trustor under this Section shall be part of the Obligations and shall survive any foreclosure or transfer in lieu of foreclosure of this Deed of Trust and the release of this Deed of Trust.

4.02. Indemnification. To the fullest extent permitted by law, Trustor shall protect, defend, indemnify and save harmless Beneficiary, and its stockholders, members, directors, managers, officers, employees, beneficial owners, attorneys, agents and other representatives or affiliates of, and partners in, Beneficiary (each an "Indemnified Person") from and against any and all liabilities, losses, actions, fines, injunctions, obligations, claims, damages, penalties, causes of action, costs and expenses of any kind or nature (including, without limitation, in respect of or for reasonable attorneys' fees and expenses whether incurred within or outside the judicial process),

imposed upon or incurred by or asserted against any such Indemnified Person including, without limitation, by reason of (a) this Deed of Trust or the Trust Estate or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Trust Estate or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any failure on the part of Trustor to perform or comply with any of the terms of this Deed of Trust; (d) any violation or failure to comply with any Legal Requirement by Trustor or the Premises in any way; and (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Estate or any part thereof, provided that any claims arising out of the willful misconduct or gross negligence of any Indemnified Person or act of any Indemnified Person after taking title to the Premises shall be excluded from the foregoing indemnification of such Indemnified Person. Any amounts payable to Beneficiary by reason of the application of this Section 4.02 shall be secured by this Deed of Trust as an Obligation and shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by Beneficiary until paid. The obligations and liabilities of Trustor under this Section 4.02 shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Deed of Trust and the exercise of any rights or remedies by Beneficiary.

4.03. Interest. If any Obligation arising hereunder (including, to the extent permitted under applicable Law, any interest obligation) shall not be paid when due, such Obligation shall bear interest at the Default Rate commencing from the due date through the date paid. Such interest shall be part of the Obligations and shall be secured by this Deed of Trust.

4.04. Increased Costs; Change of Taxation. In the event of the enactment after the date hereof of any applicable Law deducting from the value of the Premises for the purpose of taxation of any lien thereon or changing in any way the applicable taxation of mortgages, deeds of trust or other liens or obligations secured thereby, or the manner of collection of such taxes, so as to affect this Deed of Trust, the Obligations or Beneficiary, upon demand by Beneficiary, to the extent permitted under applicable Law, Trustor shall pay or reimburse Beneficiary for all taxes, assessments or other charges which Beneficiary is obligated to pay as a result thereof; provided, however, if for any reason payment by the Trustor of any such new or additional taxes, assessments or other charges would be unlawful or if the payment thereof would constitute usury or render the Loan wholly or partially usurious under any of the terms or provisions of the Credit Agreement, Note, or this Deed of Trust, or otherwise, the Beneficiary may, at its sole option, upon thirty (30) days' written notice to the Trustor, declare the whole indebtedness secured by this Deed of Trust, with interest thereon, to be immediately due and payable. Such taxes, assessments or other charges shall be part of the Obligations and shall be secured by this Deed of Trust.

ARTICLE V DEFAULTS, REMEDIES AND RIGHTS

5.01. Events of Default. The occurrence of any of the following events shall be deemed an event of default ("Event of Default") hereunder and shall, at the option of Beneficiary make all amounts then remaining unpaid on the Obligations immediately due and payable, all without further demand, presentment, notice or other requirements of any kind, all of which are expressly waived by Trustor, and the lien, encumbrance and security interest evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law and all other remedies available at law or in equity:

(a) The occurrence of any Event of Default (as defined in the Credit Agreement) under the Credit Agreement; or

(b) Trustor shall default in the performance or observance of any term, covenant or condition required to be observed by Trustor under this Deed of Trust and such default continues for thirty (30) days after the earlier of (i) notice of such default is delivered to Trustor by Beneficiary, or (ii) Trustor has actual knowledge of such default.

5.02. Fixtures. During the occurrence of any Event of Default, Beneficiary may, to the extent permitted under applicable Law, elect to treat the fixtures included in the Trust Estate either as real property or personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Trust Estate made under the power of sale herein granted and conferred, Beneficiary may, to the extent permitted by applicable Law, include in such sale any personal property and fixtures included in the Trust Estate relating to such real property.

5.03. Remedies Cumulative. All notice and cure periods provided in this Deed of Trust, the Credit Agreement or any other Loan Document shall run concurrently with any notice or cure periods provided under applicable Law. No remedy or right of Beneficiary or Trustee hereunder, under the Credit Agreement and any other Loan Document or otherwise, or available under applicable Law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity under any such document or under applicable Law. No failure or delay by Beneficiary or Trustee in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Beneficiary or Trustee. All obligations of Trustor, and all rights, powers and remedies of Beneficiary and Trustee expressed herein shall be in addition to, and not in limitation of, those provided by law, equity or in the Credit Agreement and any other Loan Document.

5.04. Possession of Premises. Trustor hereby waives, while any Event of Default exists, all right to the possession, income, earnings, revenues, issues, profits and Rents of the Premises. Beneficiary, either in its own name or in the name of Trustee, or a Receiver (as the case may be as the Person exercising the rights under this Section) is hereby expressly authorized and empowered to the extent permitted by applicable Law, but not obligated, while any Event of Default exists, (a) to enter into and upon and take possession of, and operate all facilities on, the Premises or any part thereof, personally, or by its agents or attorneys, and exclude Trustor therefrom without liability for trespass, damages or otherwise; (b) to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Trustor relating to the possession and operation of the Trust Estate; (c) to conduct, either personally or by its agents, the business of the Premises; (d) to exercise all rights of Trustor with respect to the Trust Estate, including, without limitation, the right to sue for or otherwise collect the Rents, including those that are unpaid; (e) to complete any alteration or restoration in progress on the Premises at the expense of Trustor at reasonable and customary cost or at such cost previously agreed to by Trustor, and (f) to apply all income of the Premises less the necessary or appropriate expenses of collection thereof, either for the operation, care and preservation of the Premises, or, at the election of the Person exercising the rights under this Section in its sole discretion, as provided in Section 5.10 hereof. The Person exercising the rights under this Section is also hereby granted full and complete authority while any Event of Default exists (u) to employ watchmen to protect the Trust Estate; (v) to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises; (w) to make all necessary and proper repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its sole discretion, it may deem appropriate; (x) to insure and reinsure the Premises for all risks incidental to Beneficiary's possession, operation and management thereof; (y) to make and enter into any contracts or obligations wherever necessary in its own name for the operation, care and preservation of the Trust Estate; and (z) to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Trustor. The Person exercising the rights under this Section shall not be liable to account for any action taken hereunder, and shall not be liable for any loss sustained by Trustor resulting from any act or omission of such Person, except to the extent such loss is caused by such Person's willful misconduct or gross negligence. All such expenditures by the Person exercising the rights under this Section shall be Obligations hereunder.

5.05. Foreclosure; Receiver. While any Event of Default exists, Beneficiary, or Trustee upon written request of Beneficiary, with or without entry, shall also have the following rights:

(a) to institute a proceeding or proceedings, by advertisement, judicial process or otherwise, as provided under applicable Law, for the complete or partial foreclosure of this Deed of Trust or the complete or partial sale of the Trust Estate under the power of sale hereunder or under any applicable provision of Law;

(b) to sell the Trust Estate and all estate, right, title and interest of Trustor therein as a whole or in separate parcels, at one or more sales, at such time and place and upon such terms and conditions as may be required by applicable Law;

(c) to take such steps to protect and enforce rights, whether by action, suit or proceeding in equity or at law, for the specific performance of any provision in the Loan Documents, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy Beneficiary shall elect;

(d) to apply for the appointment of a receiver, supervisor, trustee, liquidator, conservator or other custodian (a "Receiver") of the Trust Estate or any part thereof and all earnings, revenues, Rents, issues, profits and income thereof, to the extent permitted by law without giving notice to any other party and without regard to the adequacy or inadequacy of the security of the Trust Estate or the solvency of either Trustor or any other Person and Trustor agrees that it shall not oppose the appointment of a Receiver; and

(e) to take all such other steps and to assert all such other rights and remedies as shall be permitted by applicable Law.

The purchase money, proceeds or avails of any foreclosure or sale after default and any other sums which then may be held by Beneficiary under this Deed of Trust shall be applied as provided in Section 5.10 hereof.

5.06. No Liability on Beneficiary. Notwithstanding anything contained herein, this Deed of Trust is only intended as security for the Obligations and Beneficiary shall not be obligated to perform or discharge, and Beneficiary need not perform or discharge, any obligation, duty or liability of Trustor with respect to any of the Trust Estate. Beneficiary shall not have responsibility for the control, care, management or repair of the Premises nor shall Beneficiary be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Trust Estate resulting in loss or injury or death to any licensee, employee, tenant or stranger; provided, however, the foregoing limitation shall not apply to the extent any such loss or injury or death is the direct result of the intentionally wrongful acts or gross negligence of Beneficiary, its agents, employees or a Receiver. No liability shall be enforced or asserted against Beneficiary in its exercise of the powers herein granted to it, and Trustor expressly waives and releases any such liability. Should Beneficiary or any Person exercising rights on its behalf incur any such liability, loss or damage, under or by reason hereof, or in the defense of any claims or demands, Trustor agrees to reimburse Beneficiary and such Person, immediately upon demand (provided such demand is accompanied by an itemized statement) for the amount thereof, including costs, expenses and reasonable attorneys' fees, and any such obligations of Trustor shall be Obligations hereunder and shall survive any foreclosure or transfer in lieu of foreclosure of this Deed of Trust and the release of this Deed of Trust.

5.07. Assignment of Leases and Rents.

(a) Subject to paragraph (d) below, the assignments of the Leases and the Rents under Granting Clauses (e) and (f) are and shall be present, absolute and irrevocable assignments by Trustor to Beneficiary and, subject to the license to Trustor under Section 5.07(b), Beneficiary or a Receiver appointed pursuant to Section 5.05(d) (as the case may be as the Person exercising the rights under this Section) shall have the absolute, immediate and continuing right to collect and receive all Rents now or hereafter, including during any period of redemption, accruing with respect to the Premises. At the request of Beneficiary or such Receiver, Trustor shall promptly execute, acknowledge, deliver, record, register and file any additional general assignment of the Leases or specific assignment of any Lease which Beneficiary or such Receiver may require from time to time (all in form and

substance reasonably satisfactory to Beneficiary of such Receiver) to effectuate, complete, perfect, continue or preserve the assignments of the Leases and the Rents under Granting Clauses (e) and (f).

(b) As long as no Event of Default exists, Trustor shall have the right under a license granted hereby, subject to Section 5.07(c), to collect, use and distribute all Rents upon, but not prior to fifteen (15) days before, the due date thereof.

(c) If any Event of Default exists, Beneficiary or Receiver appointed pursuant to Section 5.05(d) (as the case may be as the Person exercising the rights under this Section) shall have the right to do any of the following: (i) terminate the license granted under Section 5.07(b) by notice to Trustor; (ii) exercise the rights and remedies provided to Trustor under the Site Lease; (iii) exercise the rights and remedies provided under Section 5.04, Section 5.05 or under applicable Law; (iv) as attorney-in-fact or agent of Trustor, or in its own name as the Person exercising the rights under this Section and under the powers herein granted, hold, operate, manage and control the Premises and all other Trust Estate, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper and necessary to enforce the payment of any Rents, the Leases and other Trust Estate relating thereto (including actions for the recovery of Rent, actions in forcible detainer and actions in distress of Rent); (v) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Trustor to cancel the same; (vi) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; and (vii) perform such other acts in connection with the management and operation of the Trust Estate as the Person exercising the rights under this Section in its discretion may deem proper, Trustor hereby granting full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times while an Event of Default exists without notice to Trustor.

(d) Nothing in this Section 5.07 shall be construed to be an assumption by the Person exercising the rights under this Section, or to otherwise make such Person liable for the performance, of any of the obligations of Trustor under the Leases.

This Section 5.07 is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, §57-26-101 et seq. (the "Act"), and in the event of any conflict or inconsistency between the provisions of this Section 5.07 and the provisions of the Act, the provisions of the Act shall control and Beneficiary shall have all rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

5.08. Rights Pertaining to Sales. Except as otherwise provided herein, to the extent permitted under applicable Law, at the election of Beneficiary, the following provisions shall apply to any sale of the Trust Estate hereunder, whether made pursuant to the power of sale hereunder, any judicial proceeding, or any judgment or decree of foreclosure or sale or otherwise;

(a) Beneficiary, Trustee upon request or direction by Beneficiary, or the court officer (as the case may be as the Person conducting any sale) may conduct any number of sales as Beneficiary may direct from time to time. The power of sale hereunder or with respect hereto shall not be exhausted by any sale as to any part or parcel of the Trust Estate which is not sold, unless and until the Obligations shall have been paid in full, and shall not be exhausted or impaired by any sale which is not completed or is defective. A sale may be as a whole or in part or parcels and Trustor hereby waives its right to direct the order in which the Trust Estate or any part or parcel thereof is sold.

(b) Any sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or such postponed or adjourned sale without further notice.

(c) Any statement of fact or other recital made in any instrument given by the Person conducting any sale as to the nonpayment of any Obligation, the existence of an Event of Default, the amount of the Obligations due and payable, the request to Beneficiary or Trustee to sell, the notice of the time, place and terms of sale and of the

Trust Estate to be sold having been duly given, or any other act or thing having been duly done or not done by Trustor, Beneficiary, Trustee, or any other Person, shall be taken as conclusive and binding against all other Persons as evidence of the truth of the facts so stated or recited.

(d) Any sale shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Trustor in and to the Trust Estate sold, and (to the extent permitted under applicable Law) shall be a perpetual bar both at law and in equity against Trustor and any and all Persons claiming such Trust Estate or any interest therein by, through or under Trustor.

(e) At any sale, Beneficiary and Trustee may bid for and acquire the Trust Estate sold and, in lieu of paying cash therefor may make settlement for the purchase price by causing Beneficiary to credit against the Obligations, including the expenses of the sale and the cost of any enforcement proceeding hereunder, the amount of the bid made therefor to the extent necessary to satisfy such bid.

(f) In the event that Trustor or any Person claiming by, through or under Trustor shall transfer or fail to surrender possession of the Trust Estate after any sale thereof, then Trustor or such Person shall be deemed tenant at sufferance of the purchaser at such sale, subject to eviction by means of forcible entry and unlawful detainer proceedings, or subject to any other right or remedy available, hereunder or under applicable Law.

(g) Upon any sale, it shall not be necessary for the Person conducting such sale to have any portion of the Trust Estate being sold present or constructively in its possession.

(h) To the extent permitted under applicable Law, in the event that a foreclosure hereunder shall be commenced by Beneficiary or Trustee upon written request of Beneficiary, Beneficiary or Trustee may at any time before the sale abandon the sale, and may institute suit for the collection of the Obligations or for the foreclosure of this Deed of Trust; or in the event that Beneficiary, or Trustee upon written request of Beneficiary, should institute a suit for collection of the Obligations or the foreclosure of this Deed of Trust, Beneficiary or Trustee may at any time before the entry of final judgment in said suit dismiss the same and sell the Trust Estate in accordance with the provisions of this Deed of Trust.

5.09. Expenses. In any proceeding, judicial or otherwise, to foreclose this Deed of Trust or enforce any other remedy of Beneficiary or Trustee under the Loan Documents, there shall be allowed and included as an addition to and a part of the Obligations in the decree for sale or other judgment or decree all reasonable expenditures and expenses, including reasonable attorneys' fees, which may be paid or incurred in connection with the exercise by Beneficiary or Trustee of any of its rights and remedies provided or referred to in this Article V, or any comparable provision of any other Loan Document, together with interest thereon at the rate specified in the Credit Agreement, and the same shall be part of the Obligations and shall be secured by this Deed of Trust.

5.10. Application of Proceeds. The proceeds of any sale of any of the Trust Estate made pursuant to this Article V shall be applied in accordance with Section 8.03 of the Credit Agreement; provided, however, if applicable Law requires such proceeds to be paid or applied in a manner other than as set forth above in this Section 5.10, then such proceeds shall be paid or applied in accordance with such applicable Law.

5.11. Leases. The failure of Beneficiary or Trustee to make any tenants of the Trust Estate parties to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be, by Trustor a defense to any proceedings instituted by Beneficiary to collect the sums secured hereby.

5.12. Beneficiary May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings for the entire amount due and payable by Trustor under this Deed of Trust at the date of the institution of such

proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

**ARTICLE VI
GENERAL**

6.01. Fixture Filing. To the extent that the Trust Estate includes items of personal property which are or are to become fixtures under applicable Law, and to the extent permitted under applicable Law, the filing of this Deed of Trust in the real estate records of the county in which such Trust Estate is located shall also operate from the time of filing as a fixture filing with respect to such Trust Estate, and the following information is applicable for the purpose of such fixture filing, to wit:

(a) Name and Address of the Debtor:

AMD Pizza LLC
14328 Log Home Lane
Herriman, Utah 84096

(b) Name and Address of the Lender:

Wells Fargo Bank, National Association
1808 Aston Avenue, Suite 250
Carlsbad, CA 92008
Attention: Loan Administration

(c) This financing statement covers goods or items of personal property which are or are to become fixtures upon the Premises.

6.02. Notices. Each notice, demand or other communication given to Trustor, Trustee, or Beneficiary in connection with this Deed of Trust shall be given in the manner set forth in the Credit Agreement and shall be sent to the addresses shown below or such other addresses which the parties may provide to one another in accordance with the Credit Agreement.

To Beneficiary: Wells Fargo Bank, National Association
1808 Aston Avenue, Suite 250
Carlsbad, CA 92008
Attention: Loan Administration
Telephone: (760) 918-2700
Telecopy No.: (760) 918-2727

With a copy to: Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attention: Kate A. McCoy Jones, Esq.
Telephone: (402) 346-6000
Telecopy No.: (402) 346-1148

To Trustor: AMD Pizza LLC
14328 Log Home Lane
Herriman, Utah 84096

To Trustee: First American Title
1 First American Way
Santa Ana, California 92707

6.03. Amendments in Writing. No amendment, consent, waiver or supplement in any way affecting Trustor's obligations or Beneficiary's rights under this Deed of Trust shall in any event be effective unless contained in a writing signed by Beneficiary.

6.04. Governing Law; Construction. This Deed of Trust shall be governed by the law of the state in which the Land is situated.

6.05. Successors and Assigns. The covenants and agreements of Trustor hereunder, and the provisions hereof affecting Trustor, shall bind Trustor hereunder, its successors and assigns and all Persons claiming by, through or under Trustor and shall inure to the benefit of Trustor and its successors and permitted assigns. The rights and privileges of Beneficiary hereunder, and the provisions hereof affecting Beneficiary, shall inure to the benefit of Beneficiary hereunder and its successors and assigns.

6.06. Waiver. Trustor waives, on behalf of itself and all Persons now or hereafter interested in the Premises or the other Trust Estate, to the fullest extent permitted by applicable Law, (a) all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, redemption, single action, election of remedies and marshalling statutes, laws or equities now or hereafter existing, (b) any benefit of any law providing for the valuation or appraisal of the Premises or the other Trust Estate or any part thereof prior to any sale thereof; (c) after any such sale, claim or exercise any right to redeem the property so sold or any part thereof; (d) all benefit or advantage of any such law and covenants not to hinder, delay or impede the execution by Beneficiary or Trustee of any power or remedy herein granted or available at law or in equity, but to suffer and permit the execution of every power and remedy as though no such law existed and (e) any and all requirements that at any time any action may be taken against any other Person. Trustor hereby acknowledges and agrees that no defense based on any of the foregoing will be asserted in any action enforcing this Deed of Trust.

6.07. WAIVER OF JURY TRIAL. TRUSTOR AND BENEFICIARY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS DEED OF TRUST, THE NOTE OR ANY OTHER LOAN DOCUMENT OR FOR ANY COUNTERCLAIM THEREIN.

6.08. No Redemption. Trustor hereby waives, to the fullest extent permitted by applicable Law, any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust or under any power contained herein on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Premises subsequent to the date of this Deed of Trust.

6.09. Limitation by Law. All rights, remedies and powers provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provision of Law, and all the provisions of this Deed of Trust are intended to be subject to all applicable mandatory provisions of Law which may be controlling and to be limited to the extent necessary so that they will not render this Deed of Trust illegal, invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered, or filed under the provisions of any applicable Law.

6.10. Beneficiary's Performance. If Trustor shall fail to pay or perform any of its obligations herein contained (including, without limitation, payment of expenses of foreclosure and court costs) or under the Loan Documents each with respect to the Trust Estate, Beneficiary upon five (5) days prior written notice to Trustor (except as otherwise expressly permitted by any Loan Document in the event of an emergency when no notice need be given) may, but need not, make (or cause to be made) any such payment or perform (or cause to be performed)

any such obligation of Trustor hereunder or thereunder (provided Trustor is not contesting such payment or performance in accordance with Section 2.09 and the failure to so perform such obligation would have a Material Adverse Effect), in any form and manner deemed reasonably expedient by Beneficiary as agent or attorney-in-fact of Trustor, and any amount so paid or expended (plus reasonable compensation to Beneficiary for its out-of-pocket and other expenses (including legal expenses) for each matter for which it acts under this Deed of Trust), with interest thereon at the Default Rate, shall be added to the Obligations and shall be repaid to Beneficiary upon demand. No such action of Beneficiary shall be considered as a waiver of any right accruing to it on account of the occurrence of any default on the part of Trustor under this Deed of Trust, any default, any Event of Default, or any default or event of default under any other Loan Document.

6.11. Subrogation. To the extent that Beneficiary, after the date hereof, pays pursuant to the terms of this Deed of Trust any sum due under any provision of law or any instrument or documents creating any lien prior or superior to the lien of this Deed of Trust, Beneficiary shall have and be entitled to a lien on the Trust Estate equal in priority to that discharged, and Beneficiary shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence for the benefit of Beneficiary to secure the amount expended by Beneficiary on account of or in connection with such lien.

6.12. Conflicting Provisions. To the extent there exists any conflict or inconsistency between the terms of this Deed of Trust and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

6.13. Counterparts. This Deed of Trust may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

6.14. Instrument Under Seal. This Deed of Trust is intended to be and shall be construed as an instrument under seal.

6.15. The Trustee.

(a) Rights and Obligations of Trustee. Trustee accepts the trusts hereby created and agrees to perform its duties herein for the benefit of Beneficiary.

(b) Resignation of Trustee. Trustee may resign and be discharged of the trusts by giving notice thereof to Beneficiary and Trustor (or any subsequent owner of Trustor's interest in the Trust Estate) specifying the date (not less than ninety (90) days after such notice) when such resignation shall take effect. Such resignation shall take effect on the earlier of the date so specified or the appointment and acceptance of a successor trustee pursuant to Section 6.15(c).

(c) Successor Trustee.

(i) Trustee may be removed at any time by notice from Beneficiary, and Beneficiary may appoint a successor trustee by recording a substitution trustee in the office of the register of deeds of the county in which the Premises are located. If Trustee shall have given notice of its intention to resign, shall resign, be removed or otherwise be incapable of acting, or if Trustee shall be taken under the control of any public officer or a receiver appointed by a court, or be adjudged a bankrupt or insolvent, then a successor may be appointed by Beneficiary.

(ii) Any successor to Trustee shall execute, acknowledge and deliver to its predecessor and Trustor (or any subsequent owner of Trustor's interest in the Trust Estate) an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become vested with all the estate, properties, rights, powers, duties and trusts of its predecessor in the trusts hereunder with like effect as if originally named as trustee herein; provided, however, that on the written request of Trustor, Beneficiary or the successor trustee, such predecessor shall execute and deliver an

instrument transferring to such successor, upon the trusts expressed in this Deed of Trust, such estate, properties, rights, powers and trusts and shall duly assign, transfer, deliver and pay over to such successor any property and moneys subject to the lien hereof and held by such predecessor.

(d) Separate and Co-Trustees.

(i) If it deems such to be necessary or prudent, Trustee shall have the power to appoint one or more persons to act as separate trustees or co trustees, jointly with Trustee, of any of the property subject to the lien hereof, and any such person shall be such separate trustee or co-trustee, with such powers and duties as shall be specified in such instrument.

(ii) Such separate trustee or co-trustee, upon acceptance of such trust, shall be vested with the estates or property specified in such instrument, either jointly with Trustee, or separately as may be provided therein, such to all the trusts, conditions and provisions of Deed of Trust; and every such instrument shall be filed with Trustee.

(e) Liability of Trustee. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

(f) Payment of Trustee's Compensation. Trustor shall pay or cause to be paid the compensation to which Trustee is entitled hereunder and all proper disbursements and expenses incurred by Trustee hereunder.

6.16. State Specific Provisions. In the event of any conflict between the provisions of this Section 6.16 and any other provision of this Deed of Trust, the provisions of this Section 6.16 shall control.

(a) Power of Sale. If Beneficiary elects to sell Trustor's interest in the Trust Estate by exercise of the power of sale herein contained, Beneficiary shall notify Trustee in the manner then required by applicable law. Upon receipt of such notice of Beneficiary and at the direction of Beneficiary, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by applicable law and by this Deed of Trust. Trustee shall, only at the direction of Beneficiary and without demand on Trustor, after such time as may then be required by applicable law and after recordation of such notice of default and after notice of sale having been given as required by applicable law, sell the Trust Estate at the time and place of sale fixed by it in such notice of sale, either as whole or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by applicable law. Upon receipt of payment, Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied, which deed or deeds shall contain recitals of compliance with all applicable law relating to the exercise of the power of sale and sale of the property described therein. The recitals in such deed or deeds of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale. Trustee may in the manner provided by applicable law postpone sale of all or any portion of the Trust Estate.

(Signature on the following page)

Unit:
Store No. 7533
1024 North Main Street
Tooele, UT 84074
Tooele County, Utah

EXHIBIT A, PART I

To Deed of Trust

DESCRIPTION OF LAND

APN: _____

BEGINNING SOUTH 2607 FEET AND WEST 1064.50 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING FURTHER DESCRIBED AS BEING ON THE NORTH BOUNDARY LINE OF 1000 NORTH STREET AND ALSO BEING THE SOUTHWEST CORNER OF THE BETTY JEAN SKINNER JOHNSON TRUST DATED MAY 13, 2003, BETTY JEAN SKINNER JOHNSON, TRUSTEE PROPERTY (JOHNSON TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 203858 OF TOOELE COUNTY RECORDS; RUNNING THENCE WEST 200 FEET TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY U-36; THENCE NORTH 6°50' EAST 165 FEET ALONG SAID EAST RIGHT OF WAY OF U-36 TO THE SOUTH BOUNDARY OF THE REBECCA KOEVEN IRREVOCABLE LIVING TRUST DATED APRIL 29, 1997, REBECCA KOEVEN, TRUSTEE, (KOEVEN TRUST PROPERTY) AS DESCRIBED IN THAT CERTAIN PERSONAL REPRESENTATIVE'S DEED RECORDED AS ENTRY NO. 95052 OF TOOELE COUNTY RECORDS; THENCE SOUTH 83°40' EAST 198.58 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID KOEVEN TRUST PROPERTY AND A SOUTHERLY BOUNDARY OF SAID JOHNSON TRUST PROPERTY TO THE INTERSECTION OF A WESTERLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY; THENCE SOUTH 6°50' WEST 141.20 FEET ALONG SAID WESTERLY BOUNDARY LINE OF SAID JOHNSON TRUST PROPERTY TO THE POINT OF BEGINNING.

SITUATED IN TOOELE COUNTY, STATE OF UTAH.

EXHIBIT A, PART II

To Deed of Trust

DESCRIPTION OF LEASE

Lease Agreement dated 10/8/2014 between Trustor, as tenant, and Fightertown FVLB, LLC, as landlord, as amended by the following:

- i. Rider To Lease dated 10/8/2014 by and between Fightertown FVLB, LLC and Trustor.