

CTIA # 123797-WHP

After recording return to:

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

Tax ID No. 27-13-477-021

13701600  
6/28/2021 8:48:00 AM \$40.00  
Book - 11197 Pg - 3333-3347  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 15 P.

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

(Site 37, 10910 South Auto Mall Dr., Sandy, UT)  
(LHM Used Truck/Import Supermarket)

This SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT ("Amendment") is made as of June 25, 2021 by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company ("Trustor" and "Borrower"), 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and COMERICA BANK, a Texas banking association ("Comerica Bank," which designation shall include successors and assigns), as Administrative Agent for the Lenders (as defined below), as beneficiary (in such capacity, the "Agent," which designation shall include successors and assigns), 39200 Six Mile Road, Livonia, Michigan 48152: Attention: Commercial Loan Documentation, Mail Code 7578.

**This Amendment amends that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of June 5, 2012 and recorded on June 12, 2012 as Entry No. 11408792 (the "2012 Deed of Trust"), as amended by that certain Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of and recorded on June 5, 2017 as Instrument No. 12548962 (collectively, the "2012 Deed of Trust"), which amended and restated that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of June 22, 2005 and recorded on June 27, 2005 as Entry No. 9414989 (the "2005 Deed of Trust"), real property records of Salt Lake County, Utah. The 2012 Deed of Trust remains in full force and effect, as modified hereby.**

**RECITALS**

A. Pursuant to that certain Second Amended and Restated Credit Agreement of approximately even date herewith (as the same may be amended or otherwise modified from time to time, the "2021 Credit Agreement") made by and among Borrower, Agent, and the financial institutions named in and signatory to the 2021 Credit Agreement (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), the Lenders agreed to extend credit to Borrower in a term loan in the aggregate principal amount of Five Hundred Twenty-Five Million and No/100 Dollars (\$525,000,000.00), which includes a revolving line of credit in the principal amount of up to One Hundred Million and No/100

(\$100,000,000.00), on the terms set forth in the 2021 Credit Agreement. Pursuant to the 2021 Credit Agreement, Borrower has executed certain promissory notes (the “**2021 Notes**”), evidencing the credit extended under the 2021 Credit Agreement. The 2021 Credit Agreement amends and restates (but does not extinguish) the indebtedness of Borrower under that certain Credit Agreement dated as of June 5, 2017 (as amended from time to time, the “**2017 Credit Agreement**”), by and among Borrower, Agent and the Lenders and the promissory notes (the “**2017 Notes**”) made pursuant thereto. The 2017 Credit Agreement amended and restated (but did not extinguish) the indebtedness of Borrower under that certain Credit Agreement dated as of June 5, 2012 (as amended from time to time, the “**2012 Credit Agreement**”), by and among Borrower, Agent and the Lenders and the promissory notes (the “**2012 Notes**”) made pursuant thereto. The 2012 Credit Agreement amended and restated the indebtedness of Borrower under that Loan Agreement dated June 22, 2005 (the “**2005 Credit Agreement**”) between Comerica Bank and Borrower, assigned, with the promissory notes (“**2005 Notes**”) made pursuant thereto, to Agent by Comerica Bank.

B. Trustor previously executed and delivered to Trustee, for the benefit of Agent and the Lenders, the 2012 Deed of Trust, creating a deed of trust lien on the “Real Property” described in Exhibit A attached thereto and a security interest in the Property described therein, as security for the obligations of Borrower to Agent and the Lenders, as described therein. The 2012 Deed of Trust amended and restated the terms of the deed of trust lien on the Real Property and the security interests granted in favor of Agent under the 2005 Deed of Trust.

C. The liens, security agreements and assignments granted by Trustor for the benefit of Agent and the Lenders in the 2012 Deed of Trust continue in full force and effect as security for the indebtedness and the obligations of Borrower under the 2017 Credit Agreement, 2017 Notes, 2012 Credit Agreement, the 2012 Notes and other “Obligations Secured” (as defined in the 2012 Deed of Trust) (the “**Existing Obligations Secured**”).

D. As a condition to the performance of their respective obligations under the 2021 Credit Agreement, the Lenders and Agent have required that Trustor provide this Amendment to the 2012 Deed of Trust to reflect and add the Indebtedness of Borrower under the 2021 Credit Agreement and 2021 Notes as “Obligations Secured” by the 2012 Deed of Trust, upon the terms and conditions outlined in this Amendment. The 2012 Deed of Trust, as amended hereby, is referred to herein as this “**Deed of Trust.**” This Deed of Trust secures, and continues to secure, the Obligations Secured by the 2012 Deed of Trust, as amended hereby.

E. Agent is acting as Agent for the Lenders pursuant to Article 11 of the 2021 Credit Agreement.

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

## TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the

purpose of securing the Obligations Secured (as defined below), when due, whether by stated maturity, demand, acceleration or otherwise, Trustor and Agent agree as follows:

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

2. **Amended Definitions.** From and after the date hereof, for all purposes under the Deed of Trust (as defined in Recital D) and under the Loan Documents (as defined in the 2021 Credit Agreement), (1) the term “**Deed of Trust**” shall mean the 2012 Deed of Trust as amended hereby, (2) the term “**Credit Agreement**” shall mean the 2021 Credit Agreement, (3) the term “**Notes**” shall mean the 2021 Notes (as defined in the 2021 Credit Agreement, and includes the Revolving Line of Credit Notes and the Term Loan Notes as defined hereafter); and (4) the term “**Property**” shall additionally include all present and future rights and interests of Trustor under any Hedging Agreement or any other International Swaps and Derivatives Association Master Agreement (ISDA), including all rights to the payment of money from Agent or any Lender (or its affiliate) under any Hedging Agreement or rate contract entered into pursuant thereto, and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Hedging Agreement or any such other International Swaps and Derivatives Association Master Agreement (ISDA). All capitalized terms used herein but not defined herein shall have the meanings given to such terms under the Credit Agreement.

3. **Amendment to Obligations Secured.** Article 1, Section 1 Obligations Secured of the Deed of Trust is hereby amended and restated in its entirety to read as follows (the following obligations collectively referred to in the Deed of Trust as the “**Obligations Secured**” or, individually or collectively, the “**Indebtedness**”):

The payment and performance of all of the following:

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

1.2 Payment of the Revolving Line of Credit Notes in the aggregate maximum principal amount of One Hundred Million Dollars (\$100,000,000) each issued by Trustor to one or more of the Lenders pursuant to the Loan Agreement (collectively, the “Revolving Line of Credit Notes”) under which the Lenders have agreed to make advances to Trustor, which advances will be of a revolving nature and may be made, repaid and remade from time to time, subject to the

limitation that the total outstanding balance at any one time under the Revolving Line of Credit Notes (not including interest, any late charges, collection cost and other charges under the Revolving Line of Credit Notes) will not exceed the credit limit as stated above, and any and all amendments, extensions, modifications, renewals and/or restatements thereof however evidenced, including, without limitation, an amendment, extension, modification, renewal and/or restatement at a different rate of interest or on different terms. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total amount of the Revolving Line of Credit Notes and all future advances on it. The unpaid balance of the Revolving Line of Credit Notes may at certain times be zero dollars. A zero balance does not affect Agent's agreement to make advances under the Revolving Line of Credit Notes. Agent's interest under the Revolving Line of Credit Notes and any other Loan Document will remain in full force and effect notwithstanding a zero balance under the Revolving Line of Credit Notes;

1.3 Payment of the Term Loan Notes in the aggregate maximum principal amount of Four Hundred Twenty-Five Million Dollars (\$425,000,000), each issued by Trustor to one or more of the Lenders pursuant to the Loan Agreement (collectively, the "Term Loan Notes"), together with interest thereon, and any and all amendments, extensions, modifications, renewals and/or restatements thereof however evidenced, including, without limitation, an amendment, extension, modification, renewal and/or restatement at a different rate of interest or on different terms;

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

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

(pursuant to the Credit Agreement, any Hedging Agreement, the other Loan Documents, or any Lender Products) by the Lenders; and all replacements, consolidations, amendments, renewals or extensions of the foregoing (each of which modifications, replacements, consolidations, amendments, renewals or extensions shall enjoy the same priority as the initial loans made thereunder).

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

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

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

5. **Amendment to Section 7.4, Deed of Trust as Security Agreement and Affirmation of Grant of Security Interest.** Trustor hereby affirms the grant of a security interest in the Property as provided in Section 7.4 of the 2012 Deed of Trust and hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all items of Property covered by this Deed of Trust that consist of fixtures, as-extracted collateral, rights in action, accounts receivable and other personal property in which a security interest can be granted under the Uniform Commercial Code. This Deed of Trust is intended to be also a security agreement and a financing statement and, upon recording of this Deed of Trust in the real property records of

Salt Lake County, Utah, shall perfect the security interests created hereby in fixtures and as-extracted collateral (as such terms are defined in the Uniform Commercial Code).

6. **Affirmation of Assignment of Leases and Rents.** Trustor hereby affirms the assignment of Leases and Rents (as such terms are defined in the 2012 Deed of Trust, with respect to the Real Property as defined herein) to Agent, under and on the terms of Article 4 of the Deed of Trust, and hereby assigns, transfers, and sets over to Agent for the benefit of the Lenders (i) the Rents, (ii) the Leases, all guaranties of any lessee's obligations under the Leases, and any modifications or renewals of the Leases and such guaranties, (iii) any award or other payment to which Borrower may become entitled with respect to the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under the Leases, and (iv) all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent. Without limiting the foregoing, the term "**Leases**" shall include, among other Leases, that certain Lease Agreement dated November 1, 2016, as amended by that certain First Amendment to Lease Agreement dated January 1, 2018 (collectively, the "**LHM Lease**") between Trustor and Larry H. Miller Used Car Supermarket, Inc., dba Larry H. Miller Trucks and Imports, a Utah corporation (the "**LHM Lessee**"), and the term "**Rents**" shall include all lease and other payments owing to Trustor under and pursuant to the LHM Lease. Reference is made to that Subordination, Attornment and Non-Disturbance Agreement dated as of the date hereof, given by the LHM Lessee to Agent, for the benefit of the Lenders, and recorded in the real property records of Salt Lake County, Utah.

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

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

9. **Effectiveness of Prior Instruments.** Except as amended by this Amendment, all terms and conditions contained in the 2012 Deed of Trust remain in full force and effect in accordance with its terms, including any reference in the 2012 Deed of Trust to future credit secured by the 2012 Deed of Trust; and nothing herein will affect the priority of the 2012 Deed of Trust or the 2005 Deed of Trust. All representations and warranties contained in the 2012 Deed of Trust are hereby affirmed and confirmed as of the date hereof. All collateral previously provided to secure the 2005 Notes, the 2012 Notes, the 2017 Notes and other Indebtedness continues as security for the 2021 Notes, other Indebtedness, and Trustor's obligations under this Deed of Trust. All guaranties given to guaranty obligations under the 2005 Notes, the 2012 Notes, the 2017 Notes and other Indebtedness remain in full force and effect and continue to guaranty the 2021 Notes and all other Indebtedness. The 2021 Credit Agreement, and this Amendment, are amendments, not a novation, reflecting a modification to the underlying Obligations Secured. Nothing herein contained shall impair or otherwise affect the security interests and liens established under the 2005 Deed of Trust and the 2012 Deed of Trust, which security interests and liens shall continue in full force and effect with all priorities unchanged.

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

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

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

13. **Transferable Record.** This Amendment is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Agent may, on behalf of Trustor, create a microfilm or optical disk or other electronic image of this Amendment that is an authoritative copy as defined in such law. Agent may store the authoritative copy of such Amendment in its electronic form and then destroy the paper original as part of Agent's normal business practices. Agent, on its own behalf and on behalf of the Lenders, may control and transfer such authoritative copy as permitted by such law.

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


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

[The next page is the signature page.]

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

TRUSTOR:

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

By:   
\_\_\_\_\_  
Brad Holmes  
President

AGENT/BENEFICIARY:

COMERICA BANK,  
a Texas banking association

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



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

TRUSTOR:

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

By: \_\_\_\_\_  
Brad Holmes  
President

AGENT/BENEFICIARY:

COMERICA BANK,  
a Texas banking association

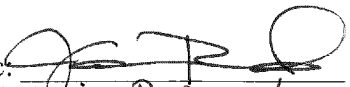
By: Steven J. Engel  
Name: Steven J. Engel  
Title: Vice President

**TRUSTOR NOTARIZATION**

STATE OF UTAH                     )  
  <sup>SS.</sup>  
COUNTY OF Salt Lake)

On this 20 day of May, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRAD HOLMES, known or proved to me to be President of MILLER FAMILY REAL ESTATE L.L.C., a Utah limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said limited liability company, and that such limited liability company executed the same.

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

Notary Public:   
Printed Name: Janie Remund  
My Commission Expires 05-03-2023



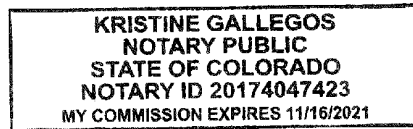
**AGENT/BENEFICIARY NOTARIZATION**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson)

On this 23rd day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. ENGEL, known or proved to me to be a Vice President of COMERICA BANK, a Texas banking association, the person who subscribed said banking association's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said banking association, and that such banking association executed the same.

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

Notary Public: Kristine Gallegos  
Printed Name: Kristine Gallegos  
My Commission Expires 11/16/2021



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

**LEGAL DESCRIPTION OF REAL PROPERTY**

Beginning at the Southeast corner of Lot 14, UTAH AUTO MALL PHASE 1, according to the official plat thereof and running thence West 432.80 feet along the South line of said Lot 14 to the Southwest corner of said lot; thence North 10°09'59" West 139.14 feet; thence North 10°20'36" West 55.28 feet; thence East 433.63 feet to the West line of Auto Mall Drive and a point on a 340.00 foot radius non-tangent curve to the left, (radius bears North 83°23'02" East); thence along said West line and the arc of said curve 21.07 feet through a central angle of 03°33'01"; thence South 10°09'59" East 173.22 feet along said West line to the point of beginning.

LESS AND EXCEPTING any portion of the above described Property occupied by Utah Department of Transportation.

Tax ID No. 27-13-477-021

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

**PERMITTED EXCEPTIONS**

1. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 27-13-477-021.
2. The herein described Property is located within the boundaries of Sandy City, South Salt Lake Valley Mosquito Abatement District, South Valley Sewer District, Crescent Cemetery Maintenance District, Central Utah Water Conservancy District, Salt Lake City Metropolitan Water District, Civic Center South Neighborhood Development Plan, and is subject to any and all charges and assessments levied thereunder.
3. Notice of Adoption of Redevelopment Plan Entitled "Civic Center South Neighborhood Development Plan", recorded January 22, 1990 as Entry No. 4873280 in Book 6192 at Page 1187.

Ordinance No. 89-59 Adopting the Civic Center South Project Area Redevelopment Plan Entitled "Civic Center South Neighborhood Development Plan", recorded February 23, 1990 as Entry No. 4884602 in Book 6200 at Page 24.

4. Resolution No. 90-31C Declaring the Intention of the City Council of Sandy City, Salt Lake County, State of Utah, to Install Water, Sanitary Sewer, Storm Drainage and Other Utilities; to Acquire Rights-of-Way and Construct New Roads; to Install Landscaping Within Rights-of-Way and Interstate 15; to Create Sandy City, Utah Special Improvement District No. 90-1 to Defray the Cost of Expenses of Said Improvement District by Special Assessments to be Levied Against the Property Benefited by Such Improvements, recorded July 9, 1990 as Entry No. 4938315 in Book 6234 at Page 2899.

Re-recorded August 28, 1990 as Entry No. 4958685 in Book 6248 at Page 144.

Resolution #90-59 C to Create Special Improvement District No. 90-1 of Sandy City, Salt Lake County, Utah, recorded November 19, 1990 as Entry No. 4990624 in Book 6268 at Page 2638.

Notice, recorded September 11, 1992 as Entry No. 5329250 in Book 6516 at Page 2844.

5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records.

6. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
7. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Property, recorded February 8, 1919, as Entry No. 407061, in Book 2-Y, at Page 541.
8. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Property. Said Right of Way and Easement Grant recorded December 7, 1992, as Entry No. 5388473, in Book 6568, at Page 1401
9. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Property. Said Right of Way and Easement Grant recorded December 7, 1992, as Entry No. 5388474, in Book 6568, at Page 1403.
10. Easements, notes and restrictions as shown on the recorded plat for Utah Auto Mall Phase I, recorded September 23, 1994 as Entry No. 5928837 in Book 94-9 at Page 288.
11. No access to Interstate 15 from the herein described Property along the Westerly boundary thereof, as relinquished to the State Road Commission of Utah by that certain Warranty Deed (Controlled Access), recorded September 16, 1964 as Entry No. 2027741 in Book 2237 at Page 9 of official records.
12. No access to Interstate 15 from the herein described Property along the Westerly boundary thereof, as relinquished to the State Road Commission of Utah by that certain Warranty Deed (Controlled Access), recorded December 29, 1964 as Entry No. 2051085 in Book 2276 at Page 46 of official records.
13. The terms, conditions, easements and reservations as contained in that certain Utah Department of Transportation - Right of Entry and Occupancy Agreement between Miller Family Real Estate, LLC and Utah Department of Transportation, recorded July 11, 2019 as Entry No. 13027304 in Book 10802 at Page 1248.
14. Ordinance #90-68 to Change the Name "Crescent Way" to "Auto Mall Drive", recorded January 18, 1991 as Entry No. 5013859 in Book 6283 at Page 1719.
15. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions and Restrictions recorded September 25, 1992 as Entry No. 5338559 in Book 6524 at Page 906, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

16. Notice of Approval of Property Line Adjustment recorded September 11, 2012 as Entry No. 11469007 in Book 10055 at Page 1455.
17. Matters disclosed on that certain survey prepared by Anderson Wahlen & Associates, having been certified under the date of March 24, 2017, as Job No. 16-167AS, by Bruce D. Pimper, a Professional Land Surveyor holding License No. 362256.
18. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Miller Family Real Estate, L.L.C., a Utah limited liability company; Trustee: Founders Title Company, a Utah corporation; Beneficiary: Comerica Bank, a Michigan banking corporation; Amount: \$200,000,000.00; Dated: June 22, 2005; Recorded: June 27, 2005 as Entry Number 9414989 in Book 9150 at Page 2607.

Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (Secures Future Advances) to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Miller Family Real Estate, L.L.C., a Utah limited liability company; Trustee: Founders Title Company, a Utah corporation; Beneficiary: Comerica Bank, a Texas banking association; Amount: \$280,000,000.00; Dated: June 5, 2012; Recorded: recorded June 12, 2012 as Entry No. 11408792 in Book 10025 at Page 5138.

Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, recorded June 5, 2017 as Entry No. 12548962 in Book 10564 at Page 5318.

19. An unrecorded lease dated December 31, 2011 by and between Miller Family Real Estate, L.L.C., a Utah limited liability company (Landlord) and Larry H. Miller Used Car Supermarket, Inc., a Utah corporation d/b/a Larry H. Miller Used Car Supermarket Sandy (Tenant), as disclosed in that certain Lease Subordination, Non-Disturbance and Attornment Agreement recorded June 12, 2012 as Entry No. 11408793 in Book 10025 at Page 5164 of official records.
20. An unrecorded lease dated November 1, 2016 by and between Miller Family Real Estate, L.L.C., a Utah limited liability company (Landlord) and Larry H. Miller Used Car Supermarket, Inc. dba Larry H. Miller Trucks and Imports, a Utah corporation (Tenant), as disclosed in that certain Subordination, Attornment and Non-Disturbance Agreement recorded June 15, 2017 as Entry No. 12548963 in Book 10564 at Page 5331 of official records.