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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 18 P.

After recording return to:

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

Tax ID No. 27-01-251-058

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

(Site 39, 200 W. 9000 S., Sandy, Utah)
(Old Larry H. Miller Ford Lincoln Mercury Sandy)

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 Instrument No. 11408799, 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. 12548968 (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 Instrument No. 9415093 (the “2005 Deed of Trust”), real property records of Salt Lake County, Utah. The 2012 Deed of Trust remains in full force and effect, as modified hereby.

RECITALS

A. Pursuant to that certain 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 dated April 30, 2015 (the "**Miller Lease**") between Trustor and Larry H. Miller Corporation – 90th South dba Larry H. Miller Ford Lincoln Sandy, a Utah corporation (the "**Miller Lessee**") and the term "**Rents**" shall include all lease and other payments owing to Trustor under and pursuant to the Miller Lease. Reference is made to that Subordination, Attornment and Non-Disturbance Agreement dated as of the date hereof, given by the Miller 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.

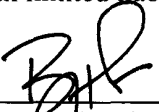
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS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

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a Utah limited liability company

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Brad Holmes
President

AGENT/BENEFICIARY:

COMERICA BANK,
a Texas banking association

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

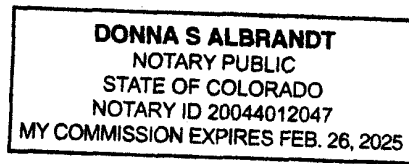
AGENT/BENEFICIARY NOTARIZATION

STATE OF CO)
) ss.
COUNTY OF Denver)

On this 14 day of May, 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: Donna S. Albrandt
Printed Name: Donna S. Albrandt
My Commission Expires 2-26-2025



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

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

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

LESS AND EXCEPTING THEREFROM the following described property:

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

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

ALSO LESS AND EXCEPTING THEREFROM the following described property:

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

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

ALSO LESS AND EXCEPTING THEREFROM the following described property:

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

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

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in said existing Northerly right of way line, which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and State Street, said point is also 166.19 feet North 00°01'02" East along the section line and 1,266.58 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 55.95 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+16.22; and running thence along said existing Northerly right of way line the following three (3) courses: (1) South 89°53'00" West 434.09 feet; (2) North 88°13'07" West 62.26 feet and (3) South 89°52'22" West (South 89°53'00" West by record) 66.05 feet to the Northerly right of way and no-access line of said existing highway; thence along said existing Northerly right of way and no-access line the following four (4) courses: (1) South 89°52'22" West (South 89°53'00" West by record) 124.71 feet; (2) North 75°05'47" West 108.27 feet, (3) North 50°39'07" West 49.21 feet and (4) North 27°07'50" West 11.66 feet to a point designated as Point "A", which point is 132.43 feet perpendicularly distant Northerly from said control line opposite engineer station 110+81.70; thence North 61°24'53" East 5.44 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence South 39°25'56" East 13.51 feet to the beginning of a 132.44 foot radius non-tangent curve to the left at a point 124.50 feet perpendicularly distant Northerly from said control line opposite engineer station 110+95.00; thence Southeasterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears South 62°48'35" East for a distance of 84.09 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point 85.50 feet perpendicularly distant Northerly from said control line opposite engineer station 111+69.50; thence Easterly along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears South 84°14'46" East for a distance of 185.60 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point designated as Point "B", which point is 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears South 89°22'18" East 51.99 feet) to a point 64.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.00; thence North 89°46'05" East 242.58 feet to a point 63.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.58; thence South 89°59'37" East 270.43 feet to the beginning of a 24.23 foot radius non-tangent curve to the left; thence Easterly along the arc of said curve 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears North 88°18'34" East for a distance of 2.90 feet) to said existing Northerly right of way line at a point 61.56 feet perpendicularly distant Northerly from said control line opposite engineer station 119+21.90; thence South 44°51'38" West 7.99 feet along said existing Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southeasterly boundary line of said entire tract which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West and 7.99 feet North 44°51'38" East from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and SR-89 (State Street), said point is 171.85 feet North 00°01'02" East along the section line and 1,272.21 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 61.56 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+21.90; and running thence Westerly along the arc of a 24.23 foot radius non-tangent curve to the right (Note: center bears South 89°48'49" East) 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears South 88°18'35" West for a distance of 2.90 feet); thence North 89°59'37" West 270.43 feet; thence South 89°46'05" West 242.58 feet to the beginning of a 1,328.87 foot radius curve to the right; thence Westerly along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears North 89°22'18" West for a distance of 51.99 feet) to a point 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence continuing along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears North 84°14'46" West for a distance of 185.60 feet) to the beginning of a 132.44 foot radius curve to the right; thence Northwesterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears North 62°48'35" West for a distance of 84.09 feet); thence North 39°25'56" West 13.51 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence North 61°24'53" East 8.15 feet to a point 138.84 feet perpendicularly distant Northerly from said control line opposite engineer station 110+93.68; thence South 39°25'56" East 11.63 feet to the beginning of a 124.44 foot radius curve to the left at a point 129.80 feet perpendicularly distant Northerly from said control line opposite engineer station 111+01.00; thence Southeasterly along the arc of said curve 33.14 feet through a delta of 15°15'24" (Note: chord to said curve bears South 52°04'59" East for a distance of 33.04 feet) to a point designated as Point "A", which point is 109.30 feet perpendicularly distant Northerly from said control line opposite engineer station 111+26.91; thence continuing Southeasterly along the arc of said curve 41.66 feet through a delta of 19°10'50" (Note: chord to said curve bears South 69°18'06" East for a distance of 41.47 feet) to the beginning of a 1,320.87 foot radius curve to the left at a point 94.34 feet perpendicularly distant Northerly from said control line opposite engineer station 111+65.58; thence Easterly along the arc of said curve 190.06 feet through a delta of 08°14'39" (Note: chord to said curve bears South 84°07'43" East for a distance of 189.89 feet) to a point designated as Point "B", which point is 73.46 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.32; thence continuing Easterly along the arc of said curve 51.70 feet through a delta of 02°14'33" (Note: chord to said curve bears South 89°22'19" East for a distance of 51.70 feet) to a point 72.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.01; thence North 89°46'05" East 242.61 feet to a point 71.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.62; thence South 89°59'37" East 281.22 feet to a point in said existing Northerly right

of way line which point is 69.42 feet perpendicularly distant Northerly from said control line; thence South 44°51'38" West 11.16 feet along said existing Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing Monroe Street known as Project No. F-0209(47)12, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Northerly right of way line of 9000 South Street (SR-209), which point is 1,464.64 feet South 89°53'00" West along the monument line of said 9000 South Street and 86.55 feet North 00°07'00" West from a monument at the intersection of said 9000 South Street and State Street, said point is also 179.38 feet North and 1,280.18 feet East from the center of said Section 1, said point is also 32.60 feet perpendicularly distant Westerly from the Monroe Street Right of Way Control Line opposite approximate engineer station 28+86.59; and running thence North 89°59'37" West 44.40 feet along said existing Northerly right of way line to a point 77.00 feet perpendicularly distant Westerly from said control line opposite engineer station 28+86.89; thence North 45°06'16" East 32.96 feet to a point 53.50 feet perpendicularly distant Westerly from said control line opposite engineer station 29+10.00; thence North 00°22'44" West 397.00 feet along a line parallel with said control line to a point opposite engineer station 33+07.00; thence North 03°02'42" East 58.60 feet to a point 50.00 feet perpendicularly distant Westerly from said control line opposite engineer station 33+65.50; thence North 42°30'05" West 46.96 feet to the existing Southerly right of way line of 8930 South Street at a point 81.50 feet perpendicularly distant Westerly from said control line opposite engineer station 34+00.33; thence North 89°52'22" East 45.07 feet along said existing Southerly right of way line to the existing Westerly right of way line of Monroe Street; thence along said existing Westerly right of way line the following seven (7) courses: (1) South 45°05'56" East 41.74 feet; (2) South 00°06'59" East 302.37 feet; (3) South 89°44'26" West 1.49 feet; (4) South 00°15'34" East 31.46 feet; (5) South 06°38'19" West 41.63 feet; (6) South 00°15'34" East 91.56 feet and (7) South 44°51'33" West 24.40 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

PARCEL 1A:

The non-exclusive Access and Utility Easements, appurtenant to Parcel 1 described herein, as granted and described in that certain Declaration of Access and Utility Easements recorded June 29, 2018 as Entry No. 12801134 in Book 10688 at Page 9821.

**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. 27-01-251-058.
2. The herein described Property is located within the boundaries of Sandy City, South Salt Lake Valley Mosquito Abatement District, Sandy Suburban Improvement District, Central Utah Water Conservancy District, Salt Lake City Metropolitan Water District, and is subject to any and all charges and assessments levied thereunder.
3. 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.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. 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 December 8, 1976, as Entry No. 2885000, in Book 4423, at Page 1456.
6. Easement in favor of Utah Department of Transportation for the purpose of constructing and maintaining public utilities and appurtenant parts including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities and incidental purposes, by instrument recorded July 31, 2008, as Entry No. 10489325, in Book 9631, at Page 2277.
7. Utah Department of Transportation Right of Entry and Occupancy Agreement recorded March 3, 2017 as Entry No. 12488189 in Book 10535 at Page 767.
8. Easement in favor of Utah Department of Transportation for the purpose of constructing roadway improvements, side treatments and appurtenant parts and blending slopes to facilitate the widening of the existing highway State Route 209 known as Project No. F-0209(31)7 and incidental purposes, by instrument recorded March 6, 2018, as Entry No. 12728961, in Book 10653, at Page 1956.
9. Easement in favor of Utah Department of Transportation to facilitate the construction of roadway improvements, side treatments and appurtenant parts and blending slopes incident to the widening of the existing Monroe Street

known as Project No. F-0209(47)12 and incidental purposes, by instrument recorded January 7, 2020, as Entry No. 13164706, in Book 10882, at Page 1938.

10. Matters disclosed on that certain survey prepared by Anderson Wahlen & Associates, having been certified under the date of March 3, 2017, as Job No. 15-82AS, by Bruce D. Pimper, a Professional Land Surveyor holding License No. 362256.
11. 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 9415093 in Book 9150 at Page 3271. (covers this and other land)
12. 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; Beneficiary: Comerica Bank, a Texas banking association; Amount: \$280,000,000.00; Dated: June 5, 2012; Recorded: June 12, 2012 as Entry Number 11408799 in Book 10025 at Page 5252. (covers this and other land)
13. Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement recorded June 5, 2017 as Entry No. 12548968 in Book 10564 at Page 5387.