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 Phoenix, AZ 85001

**Deed of Trust Amendment**



This Deed of Trust Amendment ("Amendment") is dated as of February 4, 2008, between GARFF DODGE PROPERTY, INC., whose address is 405 S. Main Street, Suite #1200, Salt Lake City, UT 84111 (the "Trustor"), and JPMorgan Chase Bank, N.A., whose address is 201 N. Central Avenue, 9<sup>th</sup> Floor, Phoenix, AZ 85004 and its successors and assigns (the "Beneficiary").

The Trustor has previously executed and delivered to JPMorgan Chase Bank, N.A., as trustee for the benefit of the Beneficiary, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated September 11, 2007 and recorded on September 11, 2007 in Entry 10224155, Salt Lake County Records (as amended and replaced from time to time, the "Deed of Trust"). The Deed of Trust encumbers the real property, and all the buildings, structures and improvements on it, described as:

Located in the City of West Valley City, County of Salt Lake, State of Utah:

Beginning at a point on the South right of way line of 3500 South Street, said point being 1023.35 feet, South 89° 56'54" West; and 40.00 feet, South 00° 01'50" East from the Northeast Corner of said Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah; and running thence along the said South right of way line North 89° 56'54" East a distance of 181.11 feet; thence South 00° 03'06" East a distance of 215.00 feet; thence North 89° 56'54" East a distance of 97.16 feet; thence South 00° 01'50" East a distance of 734.80 feet to the North line of the Woodcove No. 1 Subdivision; thence along the Woodcove No. 1 and 2 Subdivisions South 89° 57'50" West a distance of 299.46 feet; thence North 00° 03'17" West a distance of 145.65 feet; thence South 89° 56'54" West a distance of 20.50 feet; thence North 00° 03'17" West a distance of 310.00 feet; thence North 89° 56'54" East a distance of 28.17 feet; thence North 00° 01'50" West a distance of 316.07 feet; thence North 89° 56'54" East a distance of 13.65 feet; thence North 00° 02'11" West a distance of 178.00 feet to the point of beginning.

Serial No. 15-31-226-022

(the "Premises").

Commonly known as 4091 West 3500 South, West Valley City, Utah 84120.

The Deed of Trust secures the Liabilities (as defined in the Deed of Trust), including, without limitation, the extension of credit evidenced by a Construction Loan Note, dated September 11, 2007, payable by GARFF DODGE PROPERTY, INC. to the Beneficiary, in the principal sum of Seven Million Three Hundred Thousand and 00/100 Dollars (\$7,300,000.00) (the "Original Extension of Credit").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trustor and the Beneficiary agree as follows:

1. The Deed of Trust is amended to also expressly secure the repayment of an additional extension of credit evidenced by a Modification Agreement, dated February 4, 2008, payable from GARFF DODGE PROPERTY, INC. to the Beneficiary increasing the Original Extension of Credit to Eight Million Four Hundred Eighty Thousand and 00/100 Dollars (\$8,480,000.00), including all extensions and renewals (the "New Extension of Credit").

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2. The Deed of Trust continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit.

3. The Trustor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Beneficiary are necessary or desirable to effect the intent of this Amendment.

4. Except as amended by this Amendment, all terms of the Deed of Trust are confirmed and ratified by the Trustor and the Beneficiary as if they were fully set forth in this Amendment.

5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Amendment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Amendment, but nothing herein shall be construed to provide that the laws of any state other than the State of Utah shall apply to the obligations and indebtedness secured by this Amendment. The Trustor agrees that any legal action or proceeding with respect to any of its obligations under this Amendment may be brought by the Beneficiary in any state or federal court located in the State of Utah, as the Beneficiary in its sole discretion may elect. By the execution and delivery of this Amendment, the Trustor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Trustor waives any claim that the State of Utah is not a convenient forum or the proper venue for any such suit, action or proceeding.

6. **WAIVER OF SPECIAL DAMAGES.** THE TRUSTOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BENEFICIARY IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

7. **JURY WAIVER.** THE TRUSTOR AND THE BENEFICIARY (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TRUSTOR AND THE BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN.

**Trustor:**

GARFF DODGE PROPERTY, INC.

By: \_\_\_\_\_

John K. Garff  
Printed Name

President  
Title

**Beneficiary:**

JPMorgan Chase Bank, N.A.

By: \_\_\_\_\_

Ralph Bach  
Printed Name

Vice President  
Title

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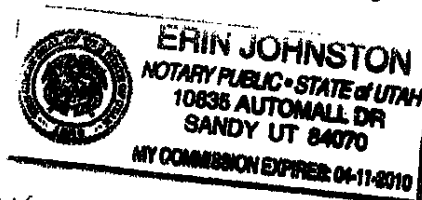
ACKNOWLEDGMENT

State of Utah )  
County of Salt Lake ) ss

The foregoing instrument was acknowledged before me on Feb 11, 2008, by John K. Garff, as President of Garff Dodge Property, Inc.

Given under my hand and notarial seal this 11 day of February, 2008.

Erin Johnston, Notary Public  
My Commission expires: 4-11-2010



State of ARIZONA )  
County of MARICOPA ) ss

The foregoing instrument was acknowledged before me on Feb 14, 2008, by Ralph Bach, as Vice President of JPMorgan Chase Bank, N.A.

Given under my hand and notarial seal this 14<sup>th</sup> day of FEBRUARY, 2008.

Dawn C Jarratt, Notary Public  
My Commission expires: 7/31/2008

