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Book - 9949 Pg - 1957-1963  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 7 P.

**PREPARED BY, RECORDING REQUESTED  
BY, AND WHEN RECORDED MAIL TO:**

**Cross Reference to:**

Book 9888 Page 614  
Salt Lake County Records

Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E., Suite 2400  
Atlanta, Georgia 30308  
Attention: David J. Burch, Esq.

F-76764

**MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS  
AND LEASES, SECURITY AGREEMENT AND  
FIXTURE FINANCING STATEMENT**

THIS MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Modification") is made and entered into as of the 31st day of August, 2011, by AMERICAN BLUE RIBBON HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), whose address is c/o Fidelity Newport Holdings, LLC, 4050 Calle Real, Suite 210, Santa Barbara, California 93110, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, f/k/a Wells Fargo Foothill, LLC, in its capacity as administrative agent for the Lender Group (as defined in the hereinafter defined Credit Agreement) (in such capacity, together with its successors and assigns, "Agent") pursuant to the Credit Agreement, whose address is 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, Attn: Specialty Finance Manager ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, Fidelity Newport Holdings, LLC, a Delaware limited liability company ("Parent"), Mortgagee, Agent, and each of the Lenders (as defined in the Credit Agreement) are parties to that certain Credit Agreement dated as of March 27, 2009, as amended by Amendment Number 1 to Credit Agreement and Consent dated as of August 30, 2010 (as further amended, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Original Credit Agreement");

**WHEREAS**, the obligations and indebtedness of Grantor under the Original Credit Agreement are secured by that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, executed by Grantor in favor of Founder's Title Company, a Utah corporation, as Trustee, for the benefit of Beneficiary, dated November 12, 2010, and recorded on December 10, 2010, as Entry No. 11094840 in Book 9888, Page 614, in the real property records of Salt Lake County, Utah (the "Deed of Trust");

**WHEREAS**, Parent, Grantor, Agent, and the Lenders have amended and restated the Original Credit Agreement pursuant to that certain Amended and Restated Credit Agreement dated as of August 11, 2011 (as hereafter amended, amended and restated, extended, supplemented, or modified, the "Credit Agreement"); and

**WHEREAS**, Grantor and Beneficiary desire to modify the Deed of Trust to reflect the terms and conditions of the Credit Agreement and to confirm that the Deed of Trust shall continue to secure the obligations and indebtedness of Grantor under the Credit Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sum of Ten and No/100th Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Modification of Section 1.1.** Section 1.1 of the Deed of Trust is hereby modified by deleting the text of subparagraph (b) thereof in its entirety and inserting the following text in lieu thereof:

**"Indebtedness":** All Obligations of Grantor to Beneficiary, including, without limitation (but subject to the terms of the Credit Agreement), (1) the repayment of all amounts outstanding from time to time under the Credit Agreement and the other Loan Documents in a maximum principal amount at any one time outstanding not to exceed THIRTY MILLION AND NO/100THS Dollars (\$30,000,000.00) (the "**Total Maximum Principal Amount**"), with such indebtedness maturing on or before June 30, 2015, as provided in the Credit Agreement, including principal, interest (including all interest that, but for the provisions of the Bankruptcy Code, would have accrued), and other amounts which may now or hereafter be advanced as Advances and Overadvances, (2) the full and prompt performance of any and all repayment, fee, and indemnification obligations with respect to any Letters of Credit in accordance with the Credit Agreement, (3) fees, costs, expenses, charges, and indemnification obligations accrued, incurred, or arising in connection with, and subject to the terms of, any Loan Document, (4) any and all future advances made pursuant to the terms of the Credit Agreement, (5) any and all Net Cash Proceeds payable to Agent or the Lender Group in accordance with the Credit Agreement, and (6) all other payment Obligations. The Credit Agreement contains a revolving credit facility that permits Grantor to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Lender Group, all upon satisfaction of certain conditions stated in the Credit Agreement.

This Deed of Trust secures all Advances and re-advances under the revolving credit feature of the Credit Agreement.

2. **Modification of Credit Agreement.** Any references in the Deed of Trust to the term "Credit Agreement" shall hereafter refer to the Credit Agreement as defined herein.

3. **Ratification.** Except as modified hereby, the terms and conditions of the Deed of Trust are now and shall hereafter remain in full force, and Grantor hereby ratifies the terms and conditions thereof.

4. **Conflicting Provisions.** To the extent any provision of the Deed of Trust, as modified by this Modification, conflicts with any provision of the Credit Agreement, the conflicting terms and provisions of the Credit Agreement shall control.

5. **No Oral Modification.** This Modification may not be amended except upon the written agreement of all parties hereto.

6. **Binding Upon Successors and Assigns.** This Modification shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

7. **Headings.** The headings of the sections of this Modification are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.

8. **Governing Law.** This Modification shall be governed by and construed in accordance with the laws of the State of New York.

9. **Counterparts.** This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Signatures Begin on Following Page]*

IN WITNESS WHEREOF, the undersigned have executed this Modification, under seal, as of the day and year first above written.

**GRANTOR:**

**AMERICAN BLUE RIBBON HOLDINGS, LLC**, a Delaware limited liability company (SEAL)

By: *[Signature]*  
Name: Amie K Adams  
Title: CFO

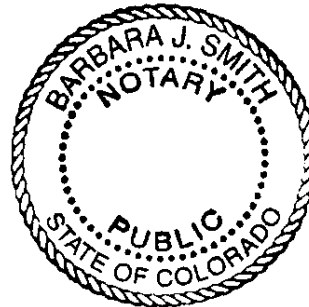
Grantor's Organizational Identification Number: 4637681

STATE OF COLORADO )  
 )ss.  
CITY AND COUNTY OF DENVER )

On August 24<sup>th</sup>, 2011, before me, the undersigned, Notary Public in and for said State and County, personally appeared Amie Adams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Barbara J Smith*  
Notary Public




My Commission Expires 03/30/2012

[Signatures Continued on Following Page]

**BENEFICIARY:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as administrative agent

By:   
Name: Ryan Hejich  
Title: Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

On July \_\_\_\_, 2011, before me, the undersigned, Notary Public in and for said State and County, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[End of Signatures]

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles)

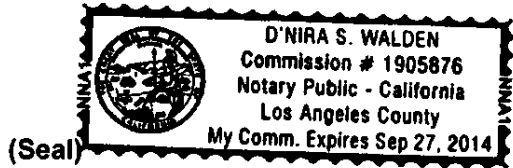
On August 8, 2011 before me, D'Nira S. Walden, Notary Public  
(insert name and title of the officer)

personally appeared Ryan Haight  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *D'Nira S. Walden*



**ATTACHED SCHEDULE  
LEGAL DESCRIPTION**

Beginning at the Northwest Corner of Lot 5, Block 29, Plat "B", Salt Lake City Survey (as the said Northwest corner was established by the City Engineer of Salt Lake City under Order No. 5524, by Survey dated April 4, 1910 and the said Northwest corner of said Lot and Block as so established is 3.5 feet South of the fence line of the North line of said block) and running thence South 0° 00' 52" East along the Westerly line of said Lot 5, same also being the Easterly line of existing 900 East Street a distance of 165.00 feet; thence North 89° 57' 44" East a distance of 206.38 feet; thence North 0° 00' 52" West a distance of 165.00 feet to a point in the Northerly line of said Lot 6, said point being distant North 89° 57' 44" East 41.25 feet from the Northeast Corner of said Lot 5; thence South 89° 57' 44" West along the Northerly line of said Lots 5 and 6, said Northerly line also being the Southerly line of existing 400 South Street a distance of 206.38 feet to the point of beginning.

LESS AND EXCEPTING the following described property described in that Quit Claim Deed recorded May 21, 2001, as Entry No. 7849632, in Book 8436, at Page 6596 as follows:

Beginning at a point on the North line of Lot 6, Block 29, Plat "B", Salt Lake City Survey, said point being 41.25 feet North 89° 57' 25" East from the Northwest Corner of said Lot 6, said point also being the Northeast Corner of the Florence J. Gillmor Property as recorded in the Warranty Deed on Page 55, in Book 3610 of the Salt Lake County Recorder's Official Records; thence South 00° 00' 54" East 165.00 feet along the Easterly line of said Gillmor Property to the Southeast Corner of said Gillmor Property; thence South 89° 59' 20" West 6.00 feet along the Southerly line of said Gillmor Property; thence North 00° 00' 54" West 165.00 feet to a point on the North line of said Lot 6; thence North 89° 57' 25" East 6.00 feet along the North line of said Lot 6 to the point of beginning.

ALSO EXCEPTING THEREFROM all oil, petroleum, natural gas, mineral rights and other hydrocarbon substances lying below a depth of 500 vertical feet from the surface of said land for the purpose of exploring for, extracting, mining, boring, removing or marketing said substances, however, without any right of any entry upon the surface of said land as reserved in Warranty Deed recorded June 14, 1974 as Entry No. 2629289 in Book 3610 at Page 55, of Official Records.

*TAX ID NOS: 16-05-332-001, 16-05-332-002, 16-05-332-009, and 16-05-332-026*