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1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Prepared by and after recording
should be returned to:

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Brian J. King, Esq.

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27-01-451-020 and 27-01-476-037-2000

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") is dated as of the 22nd day of July, 2022 by UTAH SOCCER STADIUM OWNER, LLC, a Utah limited liability company, having an address at 9256 South State Street, Sandy, Utah 84070 (the "Grantor"), as grantor, to INWEST TITLE SERVICES, INC., having an address at 2037 West Commerce Way, West Haven, Utah 84401 (the "Trustee"), as trustee, for the benefit of JPMORGAN CHASE BANK, N.A., having an address at 390 Madison Avenue, Floor 27, New York, New York 10017, as beneficiary, in its capacity as administrative agent (in such capacity, and together with its successors and assigns, the "Administrative Agent" and the "Beneficiary") for the benefit of itself and the Lenders under the below-defined Credit Agreement.

WITNESSETH THAT:

WHEREAS, reference is herein made to that certain Credit Agreement dated as of January 5, 2022 (as amended, modified, supplemented or restated hereafter, the "Credit Agreement") by and among USSO Holding Company, LLC, a Utah limited liability company ("Borrower"), the Grantor and the other guarantors from time to time party thereto (each individually a "Guarantor", and collectively the "Guarantors"), each lender from time to time party thereto (each individually, a "Lender", and collectively, the "Lenders") and the Administrative Agent, as administrative agent. Each capitalized term used herein but not defined herein shall have the meaning assigned to such term in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make certain loans to Borrower upon the terms and conditions contained therein;

WHEREAS, to induce the Lenders to make and/or continue such loans and in furtherance of the Credit Agreement, the Grantor and the other Guarantors have guaranteed,

among other things, such loans pursuant to the terms of that certain Guarantee Agreement dated as of January 5, 2022;

WHEREAS, the Grantor is the owner and holder of a leasehold interest in and to the land more particularly described in Exhibit A attached hereto (the "Land") and the improvements thereon pursuant to that certain lease more particularly described in Exhibit B attached hereto (as amended, modified, supplemented or restated hereafter, the "Ground Lease"), which leasehold interest in the Land and the improvements and the Grantor's interest in the Ground Lease form a portion of the Trust Property described below; and

WHEREAS, the Credit Agreement conditions the obligations of the Lenders to make and/or continue their respective loans upon, among other things, the execution and delivery of this Deed of Trust respecting the Trust Property which the Grantor desires to execute and deliver to the Trustee for the benefit of the Beneficiary.

Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Obligations (as defined below) for the benefit of the Administrative Agent and the other Lenders, the Grantor hereby GRANTS, BARGAINS, ASSIGNS, SELLS, WARRANTS, AND CONVEYS, to Trustee and Trustee's successors and assigns (with power of sale), for the benefit of Beneficiary, all of the Grantor's estate, right, title and interest in, to and under all the following described property (the "Trust Property") whether now owned or held or hereafter acquired:

(1) the leasehold estate of the Grantor under the Ground Lease (the "Leasehold Estate") and all rights, privileges, and benefits now existing or hereafter arising under the Ground Lease;

(2) the Land, together with all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenants or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of the Grantor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

(3) all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(4) all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, currently owned or

subsequently acquired by the Grantor and now or subsequently placed upon or attached to the Premises, including all of the Grantor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (4), the "Personal Property");

(5) all general intangibles owned by the Grantor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(6) to the extent assignable under the applicable instrument, all now or hereafter existing leases or licenses (under which the Grantor is landlord or licensor) and subleases (under which the Grantor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (together with all extensions and renewals thereof, collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by the Grantor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(7) all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Trust Property into cash or liquidated claims (“Proceeds”), including Proceeds of insurance maintained by the Grantor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Trust Property, unearned premiums on policies of fire and other insurance maintained by the Grantor covering any interest in the Trust Property or required by the Credit Agreement; and

(8) all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Grantor or constructed, assembled or placed by the Grantor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Grantor, all of which shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by the Grantor and specifically described herein.

For purposes hereof, the term “Obligations” shall have the meaning ascribed to such term in the Credit Agreement, including, without limitation, the payment of all amounts due thereunder.

TO HAVE AND TO HOLD the Trust Property and all parts, rights, privileges and appurtenances thereof in any ways belonging or appertaining, to the use, benefit, and behoof of the Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary and the Lenders (subject, in all events, to the terms of the MLS Letter Agreement), and Grantor does hereby bind itself, its successors and assigns to WARRANT AND DEFEND the title to the Trust Property unto Trustee, for the benefit of the Beneficiary and the Lenders, subject to Permitted Encumbrances (as defined below) and for as long as any of the Obligations remain outstanding.

ARTICLE I

Agreements, Covenants, Representations and/or Warranties of the Grantor

The Grantor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01 Title, Deed of Trust Lien. (a) The Grantor has a valid and binding leasehold interest in the Premises and has good and valid title to all other elements of the Trust Property, subject only to those Liens described in Schedule B-Part I of the loan policy of title insurance being issued to Agent in connection with this Deed of Trust and

those matters described paragraphs (a), (b), (c), (d), (g), (h) and (i) of the definition of "Permitted Encumbrances" in Section 1.01 of the Credit Agreement (collectively, "Permitted Encumbrances"). This Deed of Trust creates a valid, enforceable first priority lien and security interest against the Trust Property, subject only to Permitted Encumbrances.

(b) For so long as any of the Obligations remain outstanding, the Grantor will warrant and defend its leasehold interest in the Trust Property, the rights of the Beneficiary therein under this Deed of Trust and the validity and priority of the lien of this Deed of Trust thereon against the claims of all persons and parties, except those having rights under Permitted Encumbrances to the extent of those rights.

SECTION 1.02 Timely Performance of Obligations. The Grantor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other Loan Parties to pay when due, and to timely perform, the Obligations in accordance with, and to the extent required by, the terms of the Loan Documents.

SECTION 1.03 Payment of Taxes, and Other Obligations. (a) The Grantor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all Taxes and other obligations with respect to the Trust Property or upon the Rents from the Trust Property or arising in respect of the occupancy, use or possession thereof in accordance with, and to the extent required by, the Credit Agreement and/or the Ground Lease, including, without limitation, any contest rights contained therein.

(b) In the event of the passage of any state, Federal, municipal, foreign or local statute, law, rule, regulation, ordinance or code (collectively, "Law") subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying any Law now in force governing the taxation of this Deed of Trust or debts secured by mortgages or deeds of trust (other than any Law governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by the Beneficiary, either directly or indirectly, on this Deed of Trust or any of the Loan Documents, or requiring an amount of taxes to be withheld or deducted therefrom, the Grantor will, upon gaining actual knowledge thereof, promptly (x) notify the Beneficiary of such event, and (y) without limiting any provision of the MLS Letter Agreement, enter into such further instruments as the Beneficiary may determine are reasonably necessary to obligate the Grantor to make any additional payments necessary to put the Beneficiary and the Lenders in the same financial position they would have been if such Law had not been passed.

SECTION 1.04 Use, Maintenance and Operation of Trust Property. The Grantor shall maintain the Trust Property in the manner described in Section 5.05 of the Credit Agreement. In addition, the Grantor shall give notice in writing to the Beneficiary of and, unless otherwise directed in writing by the Beneficiary, appear in and defend any action or proceeding purporting to materially adversely affect the Trust Property.

SECTION 1.05 Insurance. The Grantor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, described

in Section 5.05 of the Credit Agreement. In addition, if any portion of the Improvements are located in an area identified as a special flood hazard area by Federal Emergency Management Agency or other applicable agency, the Grantor will, subject to Section 5.05 of the Credit Agreement, purchase flood insurance in an amount as is reasonable and customary for companies engaged in the Grantor's business and that otherwise complies with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, with endorsements and by an insurer reasonably acceptable to the Beneficiary.

SECTION 1.06 Casualty and Condemnation. (a) Promptly after any of the Loan Parties has actual knowledge of any loss or damage by fire or other casualty to a material portion of the Trust Property, the Grantor shall give written notice thereof to the insurance carrier(s) and to the Beneficiary. At any time after the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement), the Beneficiary is authorized and empowered, and the Grantor hereby irrevocably appoints the Beneficiary as its true and lawful attorney-in-fact and agent, for the Grantor and in its name, place and stead, in any and all capacities, at its option, to make or file proofs of loss or damage and to settle and adjust any claim under insurance policies which insure against such risks, or to direct the Grantor, in writing, to agree with the insurance carrier(s) on the amount to be paid in regard to such loss. The insurance proceeds are hereby collaterally assigned as security to the Beneficiary and, subject to the terms of the MLS Letter Agreement, shall be paid to the Beneficiary and be subject to, and applied in accordance with, the terms and provisions of the Credit Agreement. The Beneficiary is authorized (but is under no obligation) to collect any such proceeds, which such right shall be subject to, and applied in accordance with, the terms and provisions of the Credit Agreement and the MLS Letter Agreement.

(b) Promptly after any of the Loan Parties has actual knowledge of any action or proceeding for the taking of any interest in a material portion of the Trust Property under power of eminent domain or by condemnation or similar proceeding, Grantor shall give written notice thereof to the Beneficiary. At any time after the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement), the Grantor authorizes the Beneficiary, at the Beneficiary's option, as its true and lawful attorney-in-fact and agent, for the Grantor and in its name, place and stead, in any and all capacities, to commence, appear in and prosecute, in the Beneficiary's or the Grantor's name, any action or proceeding relating to any condemnation or other taking of any of the Trust Property, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking of any of the Trust Property, or for conveyances in lieu of condemnation, are hereby collaterally assigned to the Beneficiary as security and, subject to the terms of the MLS Letter Agreement, shall be paid to the Beneficiary and be subject to, and applied in accordance with, the terms and provisions of the Credit Agreement. The Beneficiary is authorized (but is under no obligation) to collect any such proceeds, which such right shall be subject to, and applied in accordance with, the terms and provisions of the Credit Agreement and the MLS Letter Agreement.

SECTION 1.07 *Assignment of Leases and Rents.* (a) Subject to Section 1.07(c) below, the Grantor hereby irrevocably and absolutely grants, transfers and assigns all of its right, title and interest in all Leases to the Beneficiary. Except for Permitted Dispositions (as hereinafter defined), the Grantor will not assign, or execute any assignment of, any Leases or the Rents payable thereunder to anyone other than the Beneficiary.

(b) Subject to Section 1.07(c) below, the Grantor has assigned and transferred to the Beneficiary all of the Grantor's right, title and interest in and to the Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by the Grantor, it being intended that this assignment establish, subject to Section 1.07(c) below, an absolute transfer and assignment of all Rents and all Leases to the Beneficiary and not merely to grant a security interest therein. Subject to Section 1.07(c) below, the Beneficiary may in the Grantor's name and stead (with or without first taking possession of any of the Trust Property personally or by receiver as provided herein) operate the Trust Property and rent, lease or let all or any portion of any of the Trust Property to any party or parties at such rental and upon such terms as the Beneficiary shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease.

(c) So long as an Event of Default shall not have occurred and be continuing, the Beneficiary will not exercise any of its rights under Section 1.07(b) above, and the Grantor is hereby granted a revocable license to receive, collect, use and enjoy the Rents accruing under any Lease; but after the occurrence and during the continuance of any Event of Default, the Beneficiary may, at its option (but subject, in all events, to the terms of the MLS Letter Agreement), upon written notice to the Beneficiary, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Upon receipt of the notice described in the immediately preceding sentence, the Grantor hereby irrevocably authorizes and directs each tenant under any Lease, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by the Beneficiary to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to the Beneficiary without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Grantor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to the Beneficiary. Each tenant or any of such tenant's successors in interest from whom the Beneficiary or any officer, agent, attorney or employee of the Beneficiary shall have collected any Rents, shall be authorized to pay Rents to the Grantor only after such tenant or any of their successors in interest shall have received written notice from the Beneficiary that the Event of Default is no longer continuing, unless and until a further notice of a continuing Event of Default is given by the Beneficiary to such tenant or any of its successors in interest.

(d) The Grantor acknowledges that the Beneficiary has taken all actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable Law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases, subject only to Permitted Encumbrances and the terms of the MLS Letter Agreement. The

Grantor acknowledges and agrees that upon recordation of this Deed of Trust, the Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to the Grantor and to the extent permitted under applicable Law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action (but subject, in all events, to the terms of the MLS Letter Agreement). Without limitation of the absolute nature of the assignment of the Rents hereunder (subject to the provisions of Section 1.07(c) above), the Grantor and the Beneficiary agree that (i) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Deed of Trust extends to property of the Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (iii) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

SECTION 1.08 Restrictions on Transfers and Encumbrances. Except for any Dispositions expressly permitted under Section 6.04 of the Credit Agreement (collectively, "Permitted Dispositions"), and without limiting any provision of the MLS Letter Agreement, the Grantor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any lien, charge, option to purchase, right of first refusal, right of first offer or other form of encumbrance upon any interest in or any part of the Trust Property, or make any other Disposition of the Trust Property or any interest therein, or be divested of its title to the Trust Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part of the Trust Property.

SECTION 1.09 Security Agreement. This Deed of Trust is both a deed of trust of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the uniform commercial code as adopted in the state wherein the Premises is located ("UCC"). The Grantor has hereby granted unto the Beneficiary a security interest in and to all the Trust Property described in this Deed of Trust that is not real property, and simultaneously with the recording of this Deed of Trust, the Grantor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices for perfection to perfect the security interest granted by this Deed of Trust in all the Trust Property that is not real property. At any time after the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement), the Beneficiary is authorized and empowered, and the Grantor hereby irrevocably appoints the Beneficiary as its true and lawful attorney-in-fact and agent, for the Grantor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Subject to the terms of the MLS Letter Agreement, the Beneficiary shall have all rights, powers and remedies with

respect to the part of the Trust Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights, powers and remedies afforded the Beneficiary hereunder and under the Security Agreement.

SECTION 1.10 *Filing and Recording*. The Grantor will cause this Deed of Trust, the UCC financing statements referred to in Section 1.09 above, and to the extent reasonably requested in writing by the Beneficiary, any other security instrument creating a security interest in or evidencing the lien hereof upon the Trust Property and each UCC continuation statement and instrument of further assurance to be filed, registered or recorded and, if necessary, refiled, rerecorded and reregistered, in such manner and in such places as may be reasonably required by any present or future Laws in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of the Beneficiary in, the Trust Property until this Deed of Trust is terminated and released in full in accordance with Section 3.05 hereof. The Grantor will pay, to the extent actually incurred, all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes, mortgage taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution, delivery and recording of this Deed of Trust, UCC continuation statements any deed of trust supplemental hereto, any security instrument filed or recorded pursuant to the terms of this Deed of Trust with respect to the Personal Property, Permits, Plans and Warranties and Proceeds or any other instrument of further assurance reasonably requested in writing.

SECTION 1.11 *Further Assurances*. Promptly upon the written request of the Beneficiary, the Grantor will, at the cost of the Grantor, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, deeds of trust, assignments, notices of assignment, transfers and assurances as the Beneficiary shall from time to time reasonably require for the further assurance of the Beneficiary's right under this Deed of Trust to confirm the lien of this Deed of Trust and all other rights or benefits conferred on the Beneficiary by this Deed of Trust (subject, in all events, to the terms of the MLS Letter Agreement). At any time after the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement), the Beneficiary is authorized and empowered, and the Grantor hereby irrevocably appoints the Beneficiary as its true and lawful attorney-in-fact and agent, for the Grantor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by the Beneficiary to confirm the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.12 *Additions to Trust Property*. All right, title and interest of the Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Property hereafter acquired by or released to the Grantor or constructed, assembled or placed by the Grantor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Grantor, shall become subject to the lien and

security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by the Grantor and specifically described in the grant of the Trust Property above, but at any and all times the Grantor will execute and deliver to the Beneficiary any and all such further assurances, deeds of trust, conveyances or assignments thereof as the Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Deed of Trust (subject, in all events, to the terms of the MLS Letter Agreement).

SECTION 1.13 *No Claims Against the Beneficiary.* Nothing contained in this Deed of Trust shall constitute any consent or request by the Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Property, nor as giving the Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Beneficiary in respect thereof.

SECTION 1.14 *Fixture Filing.* Certain portions of the Trust Property are or will become “fixtures” (as that term is defined in the UCC) on the Land, and this Deed of Trust, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing, wherein Grantor is the “debtor” and Beneficiary is the “secured party,” in accordance with the applicable provisions of said UCC upon such portions of the Trust Property that are or become fixtures.

SECTION 1.15 *Future Advances.* The Grantor and the Beneficiary intend that this Deed of Trust shall secure future advances whenever hereafter made by any of the Secured Parties to the Grantor or any other Loan Party.

SECTION 1.16 *Inspection Rights.* Section 5.06 of the Credit Agreement is hereby incorporated herein and made applicable hereto as if fully set forth herein.

SECTION 1.17 *Protection of Security.* If (a) an Event of Default has occurred and is continuing, or (b) (i) any Law is passed, or (ii) any action or proceeding is commenced or threatened in writing to be commenced which, in either case under clauses (i) and (ii) above, materially adversely affects or is reasonably likely to materially adversely affect this Deed of Trust, the Trust Property and/or any interest of the Beneficiary or the other Secured Parties herein or therein, then the Beneficiary, at its sole option (but subject, in all events, to the terms of the MLS Letter Agreement), may initiate and maintain such defenses, suits and proceedings, make such appearances, disburse such sums and take such action as it reasonably deems necessary or appropriate to preserve, protect or restore (as applicable) this Deed of Trust, the Trust Property and/or the interests of the Beneficiary or the other Secured Parties herein and therein including entry upon the Trust Property, provided prior advance, written notice is given to the Grantor of such entry if same is a result of clause (b) above; provided, however, that the foregoing shall be subject to the Grantor’s rights to contest under the Credit Agreement and, provided no Event of Default shall have occurred and is then continuing, the Beneficiary shall not pay or discharge any lien, encumbrance or charge being contested by the Grantor in accordance with the terms of the

Credit Agreement. Any amounts incurred pursuant to this Section 1.17 (including reasonable and documented out-of-pocket attorneys' fees, costs and expenses) shall become added to and a part of the Obligations, secured by the lien of this Deed of Trust and shall be due and payable on demand. Nothing contained in this Section shall require the Beneficiary to incur any expense or take any action hereunder.

ARTICLE II

Events of Default and Remedies

SECTION 2.01 *Events of Default*. For purposes hereof, an "Event of Default" shall mean any Event of Default (as defined in the Credit Agreement).

SECTION 2.02 *Right to Exercise Remedies*. If an Event of Default shall occur and be continuing, the Grantor shall have the right to exercise all of the rights and remedies set forth in Article 7 of the Credit Agreement and/or any of the rights and remedies set forth in this Deed of Trust, subject in all events to the terms of the MLS Letter Agreement.

SECTION 2.03 *Right to Take Possession, Operate and Apply Revenues*. Upon the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement):

(a) the Grantor shall, upon written demand of the Beneficiary, forthwith surrender to the Beneficiary actual possession of the Trust Property and, if and to the extent not prohibited by applicable Law, the Beneficiary itself, or by such officers or agents as it may appoint, may then enter and take possession of all the Trust Property without the appointment of a receiver or an application therefor, exclude the Grantor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of the Grantor.

(b) If the Grantor shall for any reason fail to surrender or deliver the Trust Property after such demand by the Beneficiary, then the Beneficiary may, to the extent not prohibited by applicable Law, obtain a judgment or decree conferring upon the Beneficiary the right to immediate possession or requiring the Grantor to deliver immediate possession of the Trust Property to the Beneficiary, to the entry of which judgment or decree the Grantor hereby specifically consents.

(c) Upon every such entry or taking of possession, the Beneficiary may, to the extent not prohibited by applicable Law, hold, store, use, operate, manage and control the Trust Property, conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) purchase or otherwise acquire additional fixtures, personalty and other property, (iii) insure or keep the Trust Property insured, (iv) manage and operate the Trust Property and exercise all the rights and powers of the Grantor to the same extent as the Grantor could in its own name or otherwise with respect to the same, or (v) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Beneficiary, all as may from time to time be directed or

determined by the Beneficiary to be in its best interest, and the Grantor hereby appoints the Beneficiary as its true and lawful attorney-in-fact and agent for the Grantor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. The Beneficiary may collect and receive all of the Rents, issues, profits and revenues from the Trust Property, including those past due as well as those accruing thereafter, and shall apply same in accordance with Section 2.08 hereof.

SECTION 2.04 *Right to Cure the Grantor's Failure to Perform.* Upon the occurrence and during the continuance of an Event of Default, the Beneficiary may, subject to the terms and provisions of the Credit Agreement, pay, perform or observe the same, and all payments made or costs or expenses actually incurred by the Beneficiary in connection therewith shall be secured hereby and shall be, upon written demand, promptly repaid by the Grantor to the Beneficiary with interest thereon at the rate at which the Obligations bear interest under Section 2.13 of the Credit Agreement during the occurrence and during the continuance of an Event of Default (the "Default Rate"). Without limiting any provision of the MLS Letter Agreement, the Beneficiary is hereby empowered to enter and to authorize others to enter upon the Trust Property for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to the Grantor, to any person in possession holding under the Grantor or to any other person.

SECTION 2.05 *Right to a Receiver.* If an Event of Default shall occur and be continuing, subject to and in accordance with the terms and provisions of the Credit Agreement and the MLS Letter Agreement, and to the extent permitted by applicable Law, then the Beneficiary, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right and without notice to the Grantor (except to the extent such notice is required by applicable Law) or regard to the adequacy of the Trust Property for the repayment of the Obligations to the appointment of a receiver to take possession of and to operate the Trust Property and to collect and apply the Rents. To the extent permitted by applicable Law, the Grantor irrevocably consents to such appointment. Without limiting any provision of the MLS Letter Agreement, the receiver shall have all of the rights, powers and remedies permitted under the Laws of the state wherein the Trust Property is located.

SECTION 2.06 *Foreclosure and Sale.* To the extent permitted by applicable Law (but subject, in all events, to the terms of the MLS Letter Agreement):

(a) Upon the occurrence and during the continuance an Event of Default, the Beneficiary may elect to foreclose this Deed of Trust in accordance with any manner permitted under applicable Law against any or all of the Trust Property. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. The Beneficiary or an officer appointed by a judgment of foreclosure to sell the Trust Property, may sell all or such parts of the Trust Property as may be designated in the judgment of foreclosure, either as a whole or in separate lots, parcels or items and in such order as the court may determine or as the judgment of foreclosure may allow, at public auction to the highest bidder. The Beneficiary or an officer appointed by a judgment of foreclosure to sell the Trust Property may, at the direction or request of Beneficiary, postpone any foreclosure or other sale of all or any portion of the

Trust Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale. Without further notice unless otherwise required by applicable Law, the Beneficiary or an officer appointed to sell the Trust Property may make such sale at the time fixed by the last postponement, or may, at the direction or request of the Beneficiary, give a new notice of sale. Any person, including the Grantor or the Beneficiary or any designee or affiliate thereof, may purchase at such sale. If the Beneficiary is the highest bidder, the Beneficiary may credit the portion of the purchase price that would be distributed to the Beneficiary against the Obligations in lieu of paying cash.

(b) The Trust Property may be sold subject to unpaid taxes, Permitted Encumbrances relating to the Trust Property that have priority over this Deed of Trust by operation of applicable Law and any other Liens.

(c) Any foreclosure or other sale of less than the whole of the Trust Property or any defective or irregular sale made hereunder shall not impair the lien of this Deed of Trust or the right of Beneficiary to foreclose this Deed of Trust as to any other portion of the Trust Property, and partial foreclosure(s) may be sought by Beneficiary hereunder until the Obligations have been satisfied, or the entirety of the Trust Property has been sold.

(d) Upon the occurrence and during the continuance an Event of Default, the Beneficiary may instead of, or in addition to, exercising the rights, powers and remedies described in Section 2.06(a) above or elsewhere in this Deed of Trust, the Credit Agreement, and the other Loan Documents or at law or in equity, and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Obligations, or the performance of any provision of this Deed of Trust, the Credit Agreement, or any other Loan Document or any other right, power or remedy, or (ii) to pursue any other right, power or remedy available to the Beneficiary at law or in equity, all as the Beneficiary shall determine most effectual for such purposes.

SECTION 2.07 Other Remedies - UCC. Upon the occurrence and during the continuance of an Event of Default (but subject, in all events, to the terms of the MLS Letter Agreement), the Beneficiary may also exercise, to the extent not prohibited by applicable Law, any or all of the remedies available to a secured party under the UCC. In connection with a sale of the Trust Property or any Personal Property upon foreclosure, or sale under the UCC, and the application of the proceeds of sale as provided in Section 2.08 below, the Beneficiary shall be entitled to enforce payment of and to receive up to the Obligations, plus all other charges, payments and costs due under this Deed of Trust, and to recover a deficiency judgment for any portion of the Obligations and such other charges remaining unpaid, with interest thereon at the maximum interest rate permitted by applicable Law. Any notice of such sale sent to the Grantor at least ten (10) days prior to any action under the UCC shall constitute commercially reasonable notice to the Grantor.

SECTION 2.08 Application of Amounts and Proceeds Collected by Beneficiary. Subject to the terms of the MLS Letter Agreement, all income, amounts, sums

and proceeds collected by the Beneficiary from the exercise of any right, power or remedy under this Deed of Trust upon and during the continuation of an Event of Default (including Rents and foreclosure sale proceeds) shall be applied in accordance with Section 7.03 of the Credit Agreement. The Grantor shall be liable in all events for any deficiency. Upon any sale of the Trust Property by the Beneficiary (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Beneficiary or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Trust Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Beneficiary or such officer or be answerable in any way for the misapplication thereof.

SECTION 2.09 The Grantor as Tenant Holding Over. Without limiting any provision of the MLS Letter Agreement, if the Grantor remains in possession of any of the Trust Property after any foreclosure sale by the Beneficiary, then at the Beneficiary's written election the Grantor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to applicable Law.

SECTION 2.10 Waiver of Appraisal, Valuation, Stay, Moratorium, Extension and Redemption Laws. The Grantor waives, to the extent not prohibited by applicable Law, (a) the benefit of all Laws now existing or that hereafter may be enacted (i) providing for any appraisal or valuation of any portion of the Trust Property and/or (ii) in any way extending the time for the enforcement or the collection of amounts due under any of the Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due the Beneficiary, (b) any right to at any time insist upon, plead, claim or take the benefit or advantage of any Law now or hereafter in force providing for any homestead exemption, stay, moratorium, statute of limitations, extension or redemption, or sale of the Trust Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (c) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of or each of the Obligations and marshaling in the event of foreclosure of this Deed of Trust.

SECTION 2.11 Discontinuance of Proceedings. In case the Beneficiary shall proceed to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to the Beneficiary, then and in every such case the Grantor and the Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Beneficiary shall continue as if no such proceeding had been taken, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary or the other Secured Parties thereafter to exercise any right, power or remedy under the Loan Documents for such Event of Default (subject to the terms of the MLS Letter Agreement).

SECTION 2.12 Possession by the Beneficiary after Appointment of Receiver. Notwithstanding the appointment of any receiver, liquidator or trustee of the Grantor, any of its property or the Trust Property, but subject in all events to the terms of the MLS Letter

Agreement, the Beneficiary shall be entitled, to the extent not prohibited by applicable Law, to remain in possession and control of all parts of the Trust Property now or hereafter granted under this Deed of Trust to the Beneficiary in accordance with the terms hereof and applicable Law.

SECTION 2.13 *No Beneficiary in Possession*. Neither the grant of this Deed of Trust nor the Beneficiary's exercise of any rights, powers or remedies hereunder shall cause the Beneficiary to be deemed a mortgagee in possession so long as the Beneficiary does not take actual possession of the Trust Property. The appointment of any receiver, liquidator or trustee for the Grantor and/or the Trust Property, whether or not sought, consented to or acquiesced in by Beneficiary, shall not constitute taking of possession by the Beneficiary for purposes of the preceding sentence. Prior to the Beneficiary taking actual possession of the Trust Property, the Beneficiary shall not be responsible or liable (a) for performing any of the obligations of the landlord under any Lease, (b) for any waste by any tenant or others, (c) for any dangerous or defective conditions of any of the Trust Property, (d) for any negligence in the management, upkeep, repair or control of any of the Trust Property, (e) for any other act or omission by any other person, (f) for any injury or damage to persons or property in, on or about the Trust Property, (g) to lease or attempt to lease the Trust Property or (h) to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise with respect to the Trust Property. The Beneficiary shall not be liable for any loss sustained by the Grantor as a result of any action or inaction taken by the Beneficiary following the Beneficiary's taking actual possession of the Trust Property upon and during the continuance of an Event of Default unless such loss is caused by the willful misconduct, bad faith or gross negligence of the Beneficiary.

SECTION 2.14 *Expenditures and Expenses*. Subject to, and in accordance with the terms and provisions of the Credit Agreement, all reasonable and documented out-of-pocket expenditures and expenses which may be paid or incurred by or on behalf of the Beneficiary in connection with its exercise of any right, power or remedy hereunder following the occurrence and during the continuance of an Event of Default, together with interest thereon at the Default Rate, shall become added to and a part of the Obligations, secured by the lien of this Deed of Trust and shall be due and payable promptly upon written demand therefore. Without limitation, such expenditures and expenses shall include any and all reasonable and documented out-of-pocket (a) (i) maintenance, repair and restoration costs, (ii) payments to remove or protect against Liens, (iii) receivers' fees, costs and expenses, (iv) appraisers' fees, (v) engineers' fees, (vi) accountants' fees, (vii) fees, costs and expenses in connection with any environmental matters concerning the Trust Property, (viii) outlays for documentary and expert evidence, (ix) stenographers' charges, (x) documentary or stamp taxes, (xi) publication costs and (xii) costs (which if applicable may be estimates as to items to be expended after entry of an order or judgment) for procuring all title abstracts, examinations, searches, commitments, binders, insurance policies and similar data with respect to title as the Beneficiary may deem necessary, whether to prosecute any action, to evidence to bidders at any sale of the Trust Property the true condition of the title to, or the value of, the Trust Property, or otherwise, (b) costs, expenses and fees in the protection of the Trust Property and/or the maintenance of the lien of this Deed of Trust, and (c) reasonable and documented fees, costs and expenses of any outside legal counsel employed by the

Beneficiary (x) in any litigation or proceeding affecting this Deed of Trust or the Trust Property, including probate, appellate and bankruptcy proceedings, (y) in the preparation for the commencement or defense of any action or proceeding or threatened action or proceeding relating to this Deed of Trust or the Trust Property, including costs and expenses in connection with obtaining any court order or the appointment of a receiver, and (z) in any post-judgment proceedings to collect or enforce any judgment or order relating to this Deed of Trust.

SECTION 2.15 *No Waiver.* (a) No delay or failure by the Beneficiary to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expedient by the Beneficiary (subject, in all events, to the terms of the MLS Letter Agreement). No consent or waiver by Beneficiary to or of any breach or Event of Default by the Grantor in the performance of the Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or of any other obligations by the Grantor hereunder. No failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by the Beneficiary of any of its rights, powers or remedies hereunder or impair any rights, powers or remedies consequent on any future Event of Default by the Grantor.

(b) Even if the Beneficiary (i) grants some forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment of any sums secured hereby, (iii) waives or does not exercise some right, power or remedy granted herein or under the Loan Documents, (iv) releases a part of the Trust Property from this Deed of Trust, (v) agrees to change some of the terms, covenants, conditions or agreements of the Credit Agreement or any of the Loan Documents, (vi) consents to the filing of a map, plat or replat affecting the Premises, (vii) consents to the granting of an easement or other right affecting the Premises, or (viii) makes or consents to an agreement subordinating the Beneficiary's lien on the Trust Property hereunder; no such act or omission shall preclude the Beneficiary from exercising any other right, power or remedy herein granted or intended to be granted in the event of any breach or continuing Event of Default then made or of any subsequent default (subject, in all events, to the terms of the MLS Letter Agreement); nor, except as otherwise expressly provided in an instrument executed by the Beneficiary, shall this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Trust Property, the Beneficiary is hereby authorized and empowered to deal with any vendee or transferee with reference to the Trust Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

SECTION 2.16 *Waiver of Jury Trial.* **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL**

PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.16.

SECTION 2.17 *Remedies Cumulative*. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or under the Loan Documents or now or hereafter existing at law or in equity (but subject, in all events, to the terms of the MLS Letter Agreement) .

ARTICLE III

Miscellaneous

SECTION 3.01 *Partial Invalidity*. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall, at the option of the Beneficiary, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 3.02 *Notices*. All notices and communications hereunder shall be in writing and given to the Grantor and the Beneficiary as provided in Section 9.01 of the Credit Agreement.

SECTION 3.03 *Time of Essence*. Time is of the essence of each obligation of Grantor contained in this Deed of Trust.

SECTION 3.04 *Successors and Assigns*. The provisions hereof shall run with the Premises and the Improvements and shall apply to, bind and inure to the benefit of the permitted successors and assigns of the Grantor and the Beneficiary. Except as expressly permitted under the terms of the Credit Agreement, the Grantor shall not, without the prior written consent of the Beneficiary, assign any rights, duties or obligations hereunder.

SECTION 3.05 *Termination*. (a) This Deed of Trust shall be null and void when all the Obligations have been paid in full in accordance with the terms of the Credit Agreement and the Lenders have no further commitment to make Loans under the Credit Agreement.

(b) Upon a sale or financing by the Grantor of all or any portion of the Trust Property that is permitted by the Credit Agreement and, to the extent required by the Credit Agreement, the application of the net proceeds thereof in accordance with the terms of the Credit Agreement, the lien of this Deed of Trust shall be released or assigned of record, as applicable, from the applicable portion of the Trust Property. The Grantor shall give the Beneficiary reasonable written notice of any such sale or financing prior to the closing thereof as required pursuant to the terms of the Credit Agreement.

(c) In connection with any assignment, termination or release pursuant to this Section 3.05, this Deed of Trust shall be assigned and/or terminated and released of record at the request and at the expense of the Grantor. The Beneficiary shall execute any documents reasonably requested by the Grantor to accomplish the foregoing and the Grantor will pay all reasonable and documented out-of-pocket costs and expenses, including reasonable attorneys' fees, disbursements and other charges, incurred by the Beneficiary in connection with the preparation and execution of such documents.

SECTION 3.06 *Definitions, Interpretation.* As used in this Deed of Trust, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "including" or "include" shall mean "including (include) but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage or deed of trust"; (d) "obligation" shall mean "obligation, duty, covenant and/or condition"; and (e) "any of the Trust Property" or "the Trust Property" shall mean "the Trust Property or any part thereof or interest therein". Any act that the Beneficiary is permitted to perform hereunder may be performed at any time and from time to time by the Beneficiary or any person or entity designated by the Beneficiary. Any act that is prohibited to the Grantor hereunder is also prohibited to all lessees of any of the Trust Property. Each appointment of the Beneficiary as attorney-in-fact for the Grantor under this Deed of Trust is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, the Beneficiary has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in its sole discretion, whenever such consent, approval, acceptance or satisfaction is required hereunder. The Article and Section titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections. The WHEREAS paragraphs at the beginning of this Deed of Trust are incorporated herein as binding statements of fact. All exhibits attached to this Deed of Trust are incorporated herein and made a part hereof.

SECTION 3.07 *Multisite Real Estate Transaction.* The Obligations are, or in the future may be, also secured by other mortgages, deeds of trust and/or deeds to secure debt (the "Other Mortgages") that create liens on and security interests in certain real and personal property other than the Trust Property. The Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Beneficiary, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Beneficiary of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of the Beneficiary to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other

Mortgages and other Loan Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Loan Documents or of any guarantee thereof, and the Beneficiary may at its discretion (but subject, in all events, to the terms of the MLS Letter Agreement) foreclose, exercise any power of sale, or exercise any other right, power or remedy available to it under any or all of the Other Mortgages and other Loan Documents without first exercising or enforcing any of its rights, powers and remedies hereunder. Such exercise of the Beneficiary's rights, powers and remedies under any or all of the Other Mortgages and other Loan Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights, powers or remedies of the Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Loan Documents or any of the Mortgagee's rights, powers and remedies thereunder. The Grantor specifically consents and agrees that the Mortgagee may exercise its rights, powers and remedies hereunder and under the Other Mortgages and other Loan Documents separately or concurrently and in any order that it may deem appropriate (subject, in all events, to the terms of the MLS Letter Agreement) and waives any rights of subrogation.

SECTION 3.08 Entire Agreement, No Oral Modification. This Deed of Trust, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between Grantor and Beneficiary and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. This Deed of Trust may not be changed or terminated orally. Any agreement made by the Grantor and the Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate mortgage, deed of trust, lien or encumbrance.

SECTION 3.09 No Merger of Estates. So long as any Obligations remain unpaid and undischarged, the fee and leasehold estates to the Trust Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

SECTION 3.10 Credit Agreement. In the event of any conflict between the provisions of this Deed of Trust (other than Section 7.01) and the Credit Agreement, the Credit Agreement shall control and govern and the Grantor and the Beneficiary shall comply therewith.

SECTION 3.11 Beneficiary as Administrative Agent, Successor Agents. The Administrative Agent has been appointed to act as Beneficiary hereunder by the Secured Parties. The Administrative Agent, as Beneficiary, shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, powers or remedies and to take or refrain from taking any action (including, without limitation, the release or substitution of the Trust Property) in accordance with the terms of the Credit Agreement, the MLS Letter Agreement, any related agency agreement among the Beneficiary and the Secured Parties (collectively, as same may be amended, supplemented or

otherwise modified or replaced from time to time, the “Agency Documents”) and this Deed of Trust. The Grantor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of the Beneficiary, without inquiry into the existence of required consents or approvals of the Secured Parties therefor. The Beneficiary shall at all times be the same Person that is the Administrative Agent under the Agency Documents. Written notice of resignation by the Administrative Agent pursuant to the Agency Documents shall also constitute notice of resignation as the Beneficiary under this Deed of Trust. Without limiting any provision of the MLS Letter Agreement, removal of the Administrative Agent pursuant to any provision of the Agency Documents shall also constitute removal as the Beneficiary under this Deed of Trust and appointment of a successor Administrative Agent pursuant to the Agency Documents shall also constitute appointment of a successor Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as the Administrative Agent by a successor Administrative Agent under the Agency Documents, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent as the Beneficiary under this Deed of Trust, and the retiring or removed Administrative Agent shall promptly (a) assign and transfer to such successor Administrative Agent all of its right, title and interest in and to this Deed of Trust and the Trust Property, and (b) execute and deliver to such successor Administrative Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the liens and security interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Deed of Trust. After any retiring or removed Administrative Agent’s resignation or removal hereunder as the Administrative Agent, the provisions of this Deed of Trust and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was the Administrative Agent hereunder.

SECTION 3.12 Last Dollar. If at any time this Deed of Trust shall secure less than all of the Obligations, then so long as the outstanding balance of the Obligations exceeds that portion of the Obligations secured by this Deed of Trust, no payment on account of the Obligations shall be deemed to be applied against or to reduce that portion of the Obligations secured by this Deed of Trust, but shall, instead, be deemed to be applied against only such portions of the Obligations that are not secured by this Deed of Trust.

SECTION 3.13 Interests in the Trust Property. All Persons who may have or acquire an interest in the Trust Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; however, except to the extent expressly permitted by the Credit Agreement, no such party shall be entitled to any rights thereunder without the prior written consent of the Beneficiary.

SECTION 3.14 Relationship. The relationship between the Beneficiary, each Lender, and their respective Affiliates, on the one hand, and Grantor, on the other hand, shall be that of creditor-debtor only. No provision in this Deed of Trust or in any of the other Loan Documents and no course of dealing between the parties shall be deemed to create any relationship of agency, partnership or joint venture or any fiduciary duty by the Beneficiary, any Lender, or their respective Affiliates to either the Grantor or any other party.

SECTION 3.15 *Satisfaction of Prior Encumbrance*. If and to the extent that proceeds advanced pursuant to the Credit Agreement are used to pay indebtedness secured by any outstanding Lien, security interest, charge or prior encumbrance against the Trust Property, such proceeds shall be deemed to have been advanced by the Beneficiary at the Grantor's request, and without limiting any provision of the MLS Letter Agreement or any other MLS Rules, the Beneficiary shall be subrogated to any and all rights, security interests and Liens owned by any owner or holder of such outstanding Liens, security interests, charges or encumbrances, irrespective of whether said Liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by the Beneficiary, the Grantor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

SECTION 3.16 *Applicable Law*. The provisions of this Deed of Trust regarding the creation, perfection and enforcement of the liens and security interests and the rights, powers and remedies of the Beneficiary hereunder shall be governed by and construed under the laws of the state wherein the Premises is located. All other provisions of this Deed of Trust shall be governed by the laws of the State of New York.

ARTICLE IV

Local Law

SECTION 4.01 *Particular Local Law Provisions*. The provisions contained in Exhibit C attached hereto, which the parties acknowledge relate to the particular laws of the state wherein the Premises is located, are hereby incorporated into this Deed of Trust. In the event of any conflict between the provisions contained in Exhibit C and the other provisions of this Deed of Trust (other than Section 7.01), the provisions in Exhibit C shall govern and control. No such conflict shall invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with Exhibit C.

SECTION 4.02 *If Inconsistent with Local Law*. If any provision of this Deed of Trust, whether contained in Exhibit C or elsewhere herein (but excluding Section 7.01), shall be inconsistent with any provision of applicable Law of the state in which the Premises is located governing foreclosure or the exercise of rights, powers and remedies by a mortgagee, assignee or secured party upon a default (collectively, the "Asset Recovery Laws"), then the Asset Recovery Laws shall take precedence over such inconsistent provision hereof, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with the Asset Recovery Laws.

SECTION 4.03 *Broader Rights and Remedies under Local Law*. If any provision of this Deed of Trust, whether contained in Exhibit C or elsewhere herein, shall grant to the Beneficiary any rights, power or remedies upon an Event of Default which are more limited than the rights, powers and remedies that would otherwise be vested in the Beneficiary under the Asset Recovery Laws in the absence of said provision, then the Beneficiary shall be vested with the rights, powers and remedies provided under the Asset

Recovery Laws to the full extent permitted by applicable Law (but subject, in all events, to the terms of the MLS Letter Agreement).

ARTICLE V

Ground Lease Provisions

SECTION 5.01. Grantor's Representations and Covenants with Respect to the Ground Lease.

- (a) The Grantor hereby represents and covenants:
 - (i) that the Ground Lease is in full force and effect and unmodified;
 - (ii) that all rents (including additional rents and other charges) reserved in the said Ground Lease have been paid to the extent they were payable prior to the date hereof;
 - (iii) that there is no uncured default by the Grantor under the Ground Lease beyond applicable notice and cure periods or in the performance of any of the material terms, covenants, conditions or warranties thereof on the part of the Grantor to be observed and performed. Further, to the actual knowledge of the Grantor, no state of facts exist under the Ground Lease which, with the lapse of time or giving of notice or both would constitute a default by the Grantor thereunder;
 - (iv) that, to the actual knowledge of the Grantor, there is no uncured default by the lessor under the Ground Lease beyond applicable notice and cure periods or in the performance of any of the material terms, covenants, conditions or warranties thereof on the part of the lessor to be observed and performed and, to the actual knowledge of the Grantor, no state of facts exist under the Ground Lease which, with the lapse of time or giving of notice or both would constitute a default by the lessor thereunder; and
 - (v) the granting of this Deed of Trust to the Beneficiary shall not constitute a default under the Ground Lease or any lease or agreement senior or superior to the Ground Lease.

- (b) Upon the Beneficiary's request, but in no event more frequently than twice per year, Grantor shall use commercially reasonable efforts to deliver to Beneficiary an estoppel letter from the lessor under the Ground Lease confirming, among other things compliance with its obligations under the Ground Lease. The Grantor shall furnish promptly to the Beneficiary any and all additional information which the Beneficiary may reasonably

request in writing concerning the performance by the Grantor of the covenants of the Ground Lease.

(c) The Grantor shall pay or cause to be paid all rents, additional rents, taxes, assessments, water rates, sewer rents, and other charges and impositions payable by the lessee under the Ground Lease prior to delinquency. Promptly following the Beneficiary's written request therefore, Grantor shall cause to be delivered to the Beneficiary reasonable evidence of such payments.

(d) The Grantor shall at all times promptly and faithfully keep and perform, or cause to be kept and performed in all material respects, all the covenants and conditions to be kept or performed by the lessee under the Ground Lease and in all material respects conform to and comply with the terms and conditions of the Ground Lease, and the Grantor further covenants that it shall not do or permit anything which will impair or tend to impair the security of this Deed of Trust or which will be grounds for declaring a forfeiture of the Ground Lease. Without limiting any provision of the MLS Letter Agreement, in the event of any failure by the Grantor to perform in any material respect any covenant on the part of lessee to be observed and performed under the Ground Lease beyond applicable notice and cure periods, if any, the Beneficiary may elect in its sole discretion to perform the same. The performance by the Beneficiary on behalf of Grantor of the Ground Lease covenant shall not remove or waive, as between the Grantor and the Beneficiary, the corresponding default under the terms hereof and any amount so advanced by the Beneficiary or any costs incurred in connection therewith shall become added to and a part of the Obligations, secured by the lien of this Deed of Trust. Unless the Grantor and the Beneficiary agree to other terms of payment, such amounts shall bear interest from the date of disbursement at the Default Rate and shall be payable upon written demand by the Beneficiary to the Grantor.

(e) Subject to MLS Rules, without the prior written consent of the Beneficiary in each instance, the Grantor shall not amend, modify, extend or in any way alter the material terms of the Ground Lease (except in connection with the exercise of rights expressly granted in the Ground Lease) or cancel, terminate or surrender said Ground Lease, or waive, execute, condone or in any way release or discharge the lessor thereunder of or from the material obligations, covenants, conditions and agreements by said lessor to be done and performed; and the Grantor does expressly release, relinquish and surrender unto the Beneficiary all of its rights, power and authority to cancel, surrender, amend, modify or alter in any way the material terms and provisions of the Ground Lease (except in connection with the exercise of rights expressly granted in the Ground Lease) and any attempt on the part of the Grantor to exercise any such right without the prior written consent of the Beneficiary shall constitute an Event of Default under the terms hereof.

(f) The Grantor shall enforce the material terms, covenants and conditions contained in the Ground Lease to be observed and performed upon the part of the lessor thereunder.

(g) The Grantor shall promptly deliver to the Beneficiary a true, correct and complete copy of any written notice of default received by the Grantor with respect to

any of its obligations under the provisions of the Ground Lease and, in such event, the Grantor shall do all things commercially reasonably necessary to cure such default.

(h) The Grantor shall furnish promptly to the Beneficiary any and all information which it may reasonably request in writing concerning the performance by the Grantor of the covenants of the Ground Lease.

(i) The Grantor shall permit the Beneficiary or its representative at all reasonable times and upon reasonable notice to make investigation or examination of the Premises concerning the performance by the Grantor of the covenants of the Ground Lease.

(j) Subject to MLS Rules, the Grantor shall not, except after notice to Beneficiary and with Beneficiary's prior written consent, exercise any right of first offer to purchase, right of first refusal to purchase or other purchase option set forth in the Ground Lease.

(k) The Grantor shall not subordinate the Ground Lease or its leasehold estate to any mortgage, deed of trust or other encumbrance of, or lien on, any superior interest of the StadCo Landlord or any other person in the Land.

SECTION 5.02. Merger. So long as any of the Obligations shall remain outstanding, unless the Beneficiary shall otherwise in writing consent, the fee title to the Land and the Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee under the Ground Lease, or in a third party, by purchase or otherwise; and the Grantor covenants and agrees that, if it shall acquire the fee title, or any other estate, title or interest in the Land, the lien of this Deed of Trust shall spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread.

SECTION 5.03. Bankruptcy Provisions. The lien of this Deed of Trust hereby attaches to any and all of the Grantor's rights, interests, and remedies arising now or hereafter under or pursuant to Section 365(h) of the Bankruptcy Code, including, without limitation, all of Grantor's rights to remain in possession of the Trust Property. Subject to MLS Rules, the Grantor shall not, without first obtaining the Beneficiary's written consent, elect to terminate the Ground Lease under Section 365(a) or 365(d) of the Bankruptcy Code or elect to treat the Ground Lease as terminated under Section 365(h)(1) of the Bankruptcy Code, or any other similar provision of Law; it being agreed that any such election made without first obtaining the Beneficiary's prior written consent shall be void. Subject to the terms of, and without limiting any provision of, the MLS Letter Agreement, the Grantor hereby unconditionally assigns, transfers and sets over to the Beneficiary as additional security for the Obligations all of the Grantor's claims and rights to the payment of damages (but only to the extent of the outstanding Obligations secured by this Deed of Trust) arising from any rejection of the Ground Lease by the Landlord under the Bankruptcy Code. The Grantor shall not commence any action, suit, proceeding or case, or file any application or make any motion, with respect to the Ground Lease in any such case under the Bankruptcy Code without first obtaining the prior written consent of Beneficiary.

SECTION 5.04. *Beneficiary's Obligations.* Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute an assignment of the Ground Lease within the meaning of any provision thereof prohibiting its assignment and Beneficiary shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust. Beneficiary shall be liable for the obligations of the tenant under the Ground Lease for only that period of time for which Beneficiary is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of the Grantor's right, title and interest therein.

ARTICLE VI

Trustee Provisions

SECTION 6.01. *Certain Rights.* With the approval of the Beneficiary, the Trustee shall have the right to select, employ and consult with counsel. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. The Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for the Trustee's services hereunder as shall be rendered. The Grantor shall, from time to time, pay the compensation due to the Trustee hereunder and reimburse the Trustee for, and indemnify, defend and save the Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of the Trustee; however, the Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from the Trustee's or the Beneficiary's gross negligence or willful misconduct. The Grantor's obligations under this paragraph shall not be reduced or impaired by principles of comparative or contributory negligence.

SECTION 6.02 *Retention of Money.* All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and the Trustee shall be under no liability for interest on any moneys received by him hereunder.

SECTION 6.03. *Successor Trustees.* If the Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or the Beneficiary shall desire to appoint a substitute Trustee, the Beneficiary shall have full power (subject to the terms of the MLS Letter Agreement) to appoint one or more substitute Trustees for any reason and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of the Trustee. Such appointment may be executed by any authorized agent of the Beneficiary and as so executed, acknowledged and recorded in the office of the Register of Deeds for each county (or counties) in which the Land is located, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action and without the necessity of any conveying instrument whatsoever.

SECTION 6.04. *Perfection of Appointment.* Should any deed, conveyance or instrument of any nature be required from the Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee (but subject, in all events, to the terms of the MLS Letter Agreement), all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by the Grantor.

SECTION 6.05 *Trustee Liability.* In no event or circumstance shall the Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by the Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

ARTICLE VII

MLS Provisions

SECTION 7.01. *MLS Requirements.* Notwithstanding anything in this Deed of Trust or any other Loan Document to the contrary, each of the provisions of this Deed of Trust shall be subject to the terms, conditions and provisions of the MLS Letter Agreement (which MLS Letter Agreement has been accepted by the Beneficiary and the other Secured Parties as reasonable and appropriate), and the absence of an express reference to this Section 7.01 or the term "MLS Letter Agreement" in any provision of this Deed of Trust or any other Loan Document shall not be considered in interpreting whether such provision is subject to the MLS Letter Agreement. Each Secured Party, by accepting the benefits hereof, hereby (i) irrevocably appoints and authorizes the Beneficiary (1) to enter into the MLS Letter Agreement (and any amendment, restatement, waiver or other modification thereof) on such Secured Party's behalf and (2) to take all such other action on such Secured Party's behalf under the provisions of the Loan Documents and the MLS Letter Agreement, and to exercise such powers and rights and to perform such duties thereunder, including the making of representations, warranties, covenants and agreements on such Secured Party's behalf, as are delegated or granted to the Beneficiary by the terms of the Loan Documents, and (ii) without limiting the foregoing, agrees to be bound by all of the agreements of the Beneficiary contained in the MLS Letter Agreement, and all third parties shall be entitled to rely on the Beneficiary's execution of any such document, taking of any such action, exercise of any such right or power or performance of any such duty as conclusive evidence of its authority to do so on behalf of the Secured Parties. All provisions of this Deed of Trust and any other Loan Document relating to licensed intellectual property under the MLS Team Operating Agreement are subject to the terms of the MLS Team Operating Agreement. Without limiting the generality of the foregoing, neither the Beneficiary nor any other Secured Party (as such term is defined in the MLS Letter Agreement), whether acting through the Beneficiary or otherwise, shall exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Deed of Trust or any other Loan Document, or otherwise against any of the MLS Collateral (as defined in the MLS Letter Agreement), except strictly in accordance with and subject to the terms of the MLS Letter Agreement. In the event of any conflict or inconsistency between any of the terms or provisions of this Deed of Trust, on

the one hand, and any term or provision of the MLS Letter Agreement, on the other hand, the applicable term or provision of the MLS Letter Agreement shall control. The parties hereto shall not enter into any amendment or other modification of this Deed of Trust or any other Loan Document without the prior written consent of MLS and SUM as provided in the MLS Letter Agreement. Each of MLS and SUM shall be an intended third party beneficiary of this Section 7.01.

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EXHIBIT A

Legal Description of Land

PARCEL 1: 27-01-476-037-2001 (MASTER), 27-01-476-037-6001(STADIUM WEST & SOUTH LOTS)
ADDRESS: 9256 S STATE ST SANDY, UT 84070

ALL OF LOT 4, REAL SALT LAKE SUBDIVISION, SANDY CITY, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

LESS AND EXCEPTING THEREFROM THAT PORTION OF SAID LOT 4 DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SOUTHEASTERLY CORNER OF LOT 4, REAL SALT LAKE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 6, 2007 AS ENTRY NO. 10214892 IN BOOK 2007P OF PLATS AT PAGE 359 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT LIES SOUTH $0^{\circ}02'26''$ WEST 1482.43 FEET AND WEST 62.63 FEET FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 9000 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH $0^{\circ}02'55''$ WEST 1256.34 FEET AND EAST 30.12 FEET FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4 AND THE NORTHERLY LINE OF LOT 2 OF SAID REAL SALT LAKE SUBDIVISION, WEST 18.50 FEET; THENCE NORTH $0^{\circ}17'00''$ EAST 82.98 FEET TO INTERSECT THE NORTHERLY LINE OF SAID LOT 4 AND THE SOUTHERLY LINE OF LOT 1 OF SAID REAL SALT LAKE SUBDIVISION; THENCE NORTHEASTERLY 22.25 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE CENTER BEARS NORTH $13^{\circ}45'31''$ WEST, HAS A CENTRAL ANGLE OF $36^{\circ}25'10''$ AND A CHORD BEARING OF NORTH $58^{\circ}01'54''$ EAST 21.88 FEET; THENCE SOUTH $0^{\circ}17'00''$ WEST 94.57 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 27-01-451-018, 27-01-451-020 (MARQUEE, FRONTAGE ROAD)
ADDRESS: 9285 S 255 W SANDY, UT 84070

ALL OF LOT 2, WASATCH REAL SUBDIVISION, SANDY CITY, SALT LAKE COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO AND INCLUDING THAT PORTION OF LOT 1, WASATCH REAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED DECEMBER 29, 2009 AS ENTRY NO. 10868244 IN BOOK 2009P OF PLATS AT PAGE 191 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, DESCRIBED IN THAT CERTAIN CORRECTIVE QUIT CLAIM DEED, RECORDED FEBRUARY 12, 2020 AS ENTRY NO. 13192699 IN

BOOK 10895 AT PAGES 9561-9564 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS FOLLOWS:

BEGINNING AT A POINT 1005.58 FEET NORTH, 429.81 FEET EAST, 31.18 FEET SOUTH $00^{\circ}04'57''$ EAST, AND 34.42 FEET SOUTH $89^{\circ}58'48''$ EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1 AND RUNNING THENCE NORTH $45^{\circ}03'59''$ EAST 15.69 FEET ALONG THE SOUTHERLY LINE OF LOT 2 OF SAID SUBDIVISION; THENCE NORTH $89^{\circ}54'59''$ EAST 14.13 FEET ALONG SAID SOUTHERLY LINE OF LOT 2; THENCE SOUTH $00^{\circ}01'12''$ WEST 11.11 FEET; THENCE NORTH $89^{\circ}58'48''$ WEST 25.23 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Description of Ground Lease

Ground Lease Agreement dated September 13, 2007 by and between Redevelopment Agency of Sandy City, a body corporate and politic of the State of Utah , as lessor, and Grantor, as lessee, as amended by that certain First Amendment to Ground Lease Agreement dated October 26, 2010 and that certain Second Amendment to Ground Lease Agreement dated October 20, 2020, as evidenced by that certain Second Amended and Restated Memorandum of Ground Lease dated as of January 5, 2021 and recorded with the Salt Lake County Recorder in Book 11105, Page 7222.

EXHIBIT C

Particular Local Law Provisions

1. Acceptance by Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

2. Reinstatement. If the Grantor, the Grantor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Trust Property, reinstates this Deed of Trust and the Obligations within three (3) months of the recordation of a notice of default in accordance with *Utah Code Annotated* § 57-1-31(1), such party shall pay to Beneficiary the reasonable cancellation fee and other fees and costs contemplated by *Utah Code Annotated* § 57-1-31(2), in statements delivered by the Beneficiary in accordance with its then current policies and procedures, and the Trustee shall thereafter record a notice of cancellation of the notice of default and cancel the pending sale.

3. Request for Notice. The Grantor and the Beneficiary each hereby request a copy of any notice of default and any notice of sale under this Deed of Trust be mailed to them at the addresses set forth above at the beginning of this Deed of Trust and as required by Section 9.01 of the Credit Agreement.

4. Reconveyance by Trustee. Upon written request of the Beneficiary stating that all Obligations have been satisfied partially for the Trust Property or in full, upon delivery to the Trustee of this Deed of Trust and evidence that the Obligations have been partially satisfied for the Trust Property or satisfied in full, and upon payment by the Grantor of the Trustee's fees, the Trustee shall reconvey to the Grantor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5. Future Advances. This Deed of Trust permits and secures not only presently existing indebtedness under the Credit Agreement and the other Loan Documents but also future advances that constitute Obligations under the Credit Agreement.