

Official RecordRecording requested By
THOMAS R TAYLORLincoln County - NV
Leslie Boucher - RecorderFee: \$53.00 Page 1 of 15
RPTT: Recorded By: DP
Book- 243 Page- 0479

When Recorded, Please Return To:

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299 South Main Street, Suite 1800
Salt Lake City, Utah 84111-2263



0132382

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

THIS SECOND AMENDMENT AND SUPPLEMENT TO DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS, LEASES AND PROCEEDS (this "Second Amendment to Deed of Trust"), dated November 30, 2007 (the "Effective Date"), is by and between R.O.A. GENERAL, INC., a Utah corporation with its principal place of business at 1775 North Warm Springs Road, Salt Lake City, Utah 84116 ("Grantor"), and CITICORP USA, INC., a Delaware corporation having an office at 666 Fifth Avenue, New York, New York 10103 ("Beneficiary").

THE DEED OF TRUST, AS HEREINAFTER DEFINED, SECURES FUTURE ADVANCES. THE MAXIMUM AMOUNT OF PRINCIPAL TO BE SECURED BY THE DEED OF TRUST IS \$22,266,667. THE MAXIMUM AMOUNT OF ADVANCES OF PRINCIPAL TO BE SECURED BY THE DEED OF TRUST MAY INCREASE OR DECREASE FROM TIME TO TIME BY AMENDMENT THEREOF.

Recitals

A. Grantor and Beneficiary are parties to a Credit Agreement, dated May 29, 1996 (the "Original Credit Agreement"), pursuant to which Beneficiary has established certain credit facilities (such credit facilities, as increased and added to, together with all additional credit facilities extended by Beneficiary to Grantor, all as reflected and set forth in the Credit Agreement (as hereinafter defined), are referred to herein as the "Facilities"), in favor of Grantor, upon the terms and conditions set forth therein. In conjunction with the execution and delivery of the Original Credit Agreement, and in order to satisfy a condition set forth therein, Grantor executed and delivered a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, Leases and Proceeds, dated May 29, 1996 (the "Original Deed of Trust"), to First American Title Company of Nevada, a Nevada corporation, as Trustee, for the benefit of Beneficiary, which Original Deed of Trust secures, among other things, Grantor's obligations to Beneficiary under the Original Credit Agreement. In connection with the execution and delivery of the Original First Amendment, as hereinafter defined, the Original Deed of Trust was amended by a First Amendment to Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, Leases and Proceeds, dated December 22, 1999 (the "First Amendment to Deed of Trust"), by and between Grantor and Beneficiary. The Original Deed of Trust, as



amended by the First Amendment to Deed of Trust, is referred to herein as the "Current Deed of Trust".

B. The Original Deed of Trust and the First Amendment to Deed of Trust have been recorded, among other public offices, in the public offices set forth on Exhibit B attached hereto, which Exhibit B also sets forth the recording information relating to each such recordation.

C. The Original Credit Agreement was amended and restated by a First Amended and Restated Credit Agreement, dated December 22, 1999 (the "Original First Amendment"), and the Original First Amendment has been further amended by (a) a First Amendment to First Amended and Restated Credit Agreement, dated June 3, 2004 ("Amendment No. 1"), (b) a Second Amendment to First Amended and Restated Credit Agreement, dated December 30, 2004 ("Amendment No. 2"), and (c) a Third Amendment to First Amended and Restated Credit Agreement, dated March 31, 2006 ("Amendment No. 3"). The Original First Amendment, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, is referred to herein as the "Current Credit Agreement".

D. Concurrently with the execution and delivery of this Second Amendment to Deed of Trust, Grantor and Beneficiary are entering into a Fourth Amendment to First Amended and Restated Credit Agreement, dated of even date herewith ("Amendment No. 4"), to further amend the Current Credit Agreement. The Current Credit Agreement, as amended by Amendment No. 4, is referred to herein as the "Credit Agreement".

E. In conjunction with the execution and delivery of Amendment No. 4, Grantor and Beneficiary desire to enter into this Second Amendment to Deed of Trust to amend and supplement the Current Deed of Trust to reflect the amendments made pursuant to, and the transactions contemplated under, Amendment No. 4.

F. Capitalized terms used but not defined in this Second Amendment to Deed of Trust shall have the meanings ascribed thereto in the Current Deed of Trust, or if not defined therein, shall have the meanings ascribed thereto in the Credit Agreement.

Amendment and Supplement

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary agree as follows:

1. Security. For the purpose of securing all of Grantor's duties and obligations under the Credit Agreement or under any other document or instrument relating thereto, Grantor hereby grants, bargains, sells, mortgages, pledges, assigns, transfers and conveys to Trustee, and to its successors and assigns, in trust, with power of sale, for the benefit and security of Beneficiary, under and subject to the terms set forth in the Current Deed of Trust, as amended by this Second Amendment to Deed of Trust, the Mortgaged Property. The grant by Grantor pursuant to the preceding sentence is in addition to, and not in lieu of, the grant of Grantor set forth in Section 1.01 of the Original Deed of Trust and Section 1 of the First Amendment to Deed of Trust.



2. Amendment to Notice and Disclosure. The notice and disclosure set forth in capital letters in the second introductory paragraph of the Current Deed of Trust is amended to read in its entirety as set forth in the second introductory paragraph of this Second Amendment to Deed of Trust.

3. Amendment to Recital B. Recital B of the Original Deed of Trust is hereby amended to read in its entirety as follows:

“B. The Facilities include: (a) three term loans in the aggregate principal amount of up to \$17,266,667 (the “Term Loans”); and (b) a revolving loan facility pursuant to which Grantor may borrow and reborrow, subject to the terms and conditions of the Credit Agreement, amounts from Beneficiary up to an aggregate principal amount outstanding at any given time of \$5,000,000 (advances made by Beneficiary to Grantor pursuant to such revolving loan facility are referred to herein as “Revolving Loans”). Grantor’s obligation to repay the Term Loans are evidenced by, in addition to the Credit Agreement: (i) a Secured Promissory Note for Term Loan, dated May 29, 1996, as amended to and including November 30, 2007, in the principal amount of \$3,266,667 (the “Existing Term Loan Note”); (ii) an Accordion Term Loan Note, dated November 30, 2007, in the principal amount of up to \$10,700,000 (the “Accordion Term Loan Note”); and (iii) a Real Property Accordion Term Loan Note, dated November 30, 2007, in the principal amount of \$3,300,000 (the “Real Property Accordion Term Loan Note”). The Existing Term Loan Note, the Accordion Term Loan Note and the Real Property Accordion Term Loan Note are referred to herein collectively as the “Term Loan Notes”. Grantor’s obligation to repay the Revolving Loans is evidenced by, in addition to the Credit Agreement, a Secured Promissory Note for Revolving Loans, dated May 29, 1996, as amended to and including November 30, 2007, in the principal amount of \$5,000,000 (the “Revolving Loan Note” and, together with the Term Loan Notes, the “Notes”).”

4. Amendment to Recital D. Recital D of the Current Deed of Trust is hereby amended to read in its entirety as follows:

“D. The Credit Agreement, the Notes, the Deed of Trust, the ISDA Master Agreement, and any and all other instruments or documents executed by Grantor in connection with the transactions contemplated under the Credit Agreement are referred to herein as the “Loan Documents”. All of Grantor’s obligations to pay the principal balance of, interest and any other sums due under the Notes, as they now exist or as they may be extended, amended, modified or replaced hereafter, and any other sums due from Grantor to Beneficiary, whether or not the loan or loans pursuant to which other sums are due are contemplated as of the date hereof, under any other Loan Documents, as extended, amended, modified, or replaced hereafter, including, without limitation, Grantor’s obligation to repay amounts that are advanced or loaned hereafter by Beneficiary to or for the benefit of Grantor whether pursuant to the Loan Documents as in effect on November 30, 2007 or to the Loan Documents as so extended, amended, modified or replaced (including any such amendments, modifications or replacements that increase the amount or amounts of any loan or other credit facility or that provide for additional loans or credit facilities), are referred to herein collectively as the



“Indebtedness”. All of the terms, undertakings, provisions, conditions and agreements on Grantor’s part to be performed or observed by Grantor for the benefit of Beneficiary, and all of the representations and warranties made by Grantor to Beneficiary, in or under any of the Loan Documents, as they may be extended, amended, modified or replaced hereafter, are referred to herein collectively as the **“Secured Obligations”**.”

5. **Amendment of Section 1.04.** Section 1.04 of the Original Deed of Trust is hereby amended to read in its entirety as follows:

“1.04 Future Advances. Pursuant to the Credit Agreement, Beneficiary may make future advances to Grantor in an outstanding principal amount at any given time that, when aggregated with the then outstanding principal amounts of prior advances to Grantor under the Credit Agreement, does not exceed \$22,266,667, subject to the terms and conditions of the Credit Agreement. With respect to such future advances, this Deed of Trust shall be governed by the provisions of Nevada Revised Statutes Sections 106.300 to 106.400, inclusive. Beneficiary shall have no obligation to make future advances to Grantor upon or after receipt of notice by Beneficiary to the effect that Grantor elects, has elected or intends to elect to terminate the operation of this Deed of Trust as security for future advances pursuant to Nevada Revised Statutes Section 106.380 or any successor statute or provision.”

6. **Amendment to Article 4.** Article 4 of the Current Deed of Trust is hereby amended to read in its entirety as follows:

**“ARTICLE 4
DAMAGE, DESTRUCTION OR TAKING, ETC.**

4.01 Insurance Proceeds.

(a) Grantor irrevocably makes, constitutes and appoints Beneficiary and any person whom Beneficiary may from time to time designate as Grantor’s true and lawful attorney (and agent-in-fact) for the purpose of making all determinations and decisions with respect to policies of insurance with respect to the making, settling and adjusting of claims, subject to the provisions of the immediately following sentence. Grantor will appoint or designate an officer of Grantor, or another person with the approval of Beneficiary, to settle or adjust claims covered by such policies of insurance individually not in excess of \$300,000 per occurrence or in the aggregate of \$500,000 collectively for Grantor and its Subsidiaries, during any Fiscal Year, and in the event such claims, either singularly or in the aggregate, have or are reasonably likely to have a Material Adverse Effect, such settlements and adjustments thereof shall be made only with Beneficiary’s consent, which consent shall not be unreasonably withheld. All proceeds of any such insurance claim or settlement shall be paid directly to Grantor and be applied or used as set forth in subsection (b) below.

(b) If the amount of such proceeds of any single insurance claim or settlement does not exceed \$300,000 or does not exceed \$500,000 collectively for Grantor and its Subsidiaries, for all such claims during any Fiscal Year, Grantor may retain and use such

proceeds for any business purpose permitted by the Credit Agreement. However, if the amount of such proceeds of any single insurance claim or settlement exceeds \$300,000 or \$500,000 collectively for Grantor and its Subsidiaries, for all such claims or settlements during any Fiscal Year, Grantor shall, within six (6) months after such proceeds are paid to Grantor, (i) use such proceeds to repair or replace the equipment or other property covered by such insurance claim or claims, or (ii) apply such proceeds to the payment of the Obligations in accordance with Section 3.02 of the Credit Agreement. No mechanic's lien or other Lien or claim shall be attached to the repaired or replacement equipment or property to assure that the Lien in favor of Beneficiary securing the Obligations in such equipment or property continues as a first priority, perfected Lien.

4.02 Taking; Grantor to Give Notice; Assignment of Awards.

(a) In case of any taking (whether for permanent or temporary use) of all or any part of the Mortgaged Property or any interest therein or right accruing thereto, as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade affecting the Mortgaged Property or any part thereof (a "Taking"), or the commencement of any proceedings or negotiations that might result in any such Taking, Grantor will promptly give written notice thereof to Beneficiary, generally describing the nature and extent of such Taking or the nature of such proceedings or negotiations and the nature and extent of the Taking that might result therefrom, as the case may be.

(b) Grantor hereby irrevocably authorizes and empowers Beneficiary, at its option, in the name of Grantor or otherwise, to file and prosecute what would otherwise be Grantor's claim for any such proceeds, award or payment, subject to the immediately following sentence. Grantor will appoint or designate an officer of Grantor, or another person with the approval of Beneficiary, to settle, file or prosecute claims for such proceeds, awards or payments to the extent the fair market value of the Mortgaged Property and other property subject to any single Taking does not exceed \$500,000.00 and the fair market value of all Mortgaged Property subject to all Takings during any Fiscal Year does not exceed in the aggregate \$1,000,000.00 collectively for Grantor and its Subsidiaries, and in the event such claims, either singularly or in the aggregate, have or are reasonably likely to have a Material Adverse Effect, all settlements and adjustments of such claims shall be made only with Beneficiary's consent, which consent shall not be unreasonably withheld. All proceeds, awards or payments or any such claim or settlement shall be paid directly to Grantor and applied or used as set forth in subsection (c) below.

(c) If the amount of such proceeds, awards and payments of any single Taking does not exceed \$500,000.00 or does not exceed \$1,000,000.00 collectively for Grantor and its Subsidiaries, for all Takings during any Fiscal Year, Grantor may retain and use such proceeds for any business purpose permitted by the Credit Agreement. However, if the amount of such proceeds, awards and payments resulting from any single Taking exceeds \$500,000.00 or exceeds \$1,000,000.00 for all such Takings during any Fiscal Year collectively for Grantor and its Subsidiaries, Grantor shall, within one (1) year after such proceeds are paid to Grantor, (i) use such proceeds to replace the Mortgaged



Property subject to such Taking, or (ii) apply such proceeds to the payment of the Obligations in accordance with Section 3.02 of the Credit Agreement. No other Lien or claim shall be attached to the replacement property to assure that the Lien in favor of Beneficiary securing the Obligations in such property continues as a first priority, perfected Lien.

4.03 Restoration. If Grantor elects the option set forth in clause (i) of Section 4.01(b) or clause (i) of Section 4.02(c) above, Grantor will (to the extent such Taking, damage or destruction is susceptible of replacement, repair or restoration) commence or cause to be commenced, promptly and with due diligence, at its expense: (a) the replacement, repair or restoration of the Mortgaged Property as nearly as practicable (in the case of a Taking, after giving effect to any reduction in area caused thereby) to the value, condition, character and general utility thereof immediately prior to such damage, destruction or Taking or (b) the substitution for such Mortgaged Property or any part thereof of other property (which shall upon such substitution become a part of the Mortgaged Property) of at least the same value and general utility of such Mortgaged Property or part thereof immediately prior to such damage, destruction or Taking. Notwithstanding anything in this Section 4.03 to the contrary, Grantor shall have no obligation to expend any amount in excess of the insurance proceeds for such damage or destruction, or the award or payment for such Taking, to replace, repair or restore the affected Mortgaged Property, nor to replace, repair or restore Mortgaged Property where all damage to, destruction or Taking of Mortgaged Property subsequent to the date of this Amended and Restated Deed of Trust does not have a Material Adverse Effect.”

7. Amendment of Exhibit A. Exhibit A of the Original Deed of Trust is hereby replaced by, and amended to read in its entirety as set forth in, Exhibit A to this Second Amendment to Deed of Trust.

8. Defined Terms. As used in the Deed of Trust, as defined in subsection (b) of this Section 7:

(a) The term “Credit Agreement” shall refer to the Credit Agreement as defined in this Second Amendment to Deed of Trust.

(b) The term “Deed of Trust” shall refer to the Deed of Trust as amended and supplemented by this Second Amendment to Deed of Trust.

(c) All defined terms set forth in Recitals B and D of the Current Deed of Trust are replaced by the defined terms set forth in such Recitals as amended by this Second Amendment to Deed of Trust.

(d) The term “Facilities” shall have the definition given to such term in Recital A of this Second Amendment to Deed of Trust.

9. Restatement of Representations and Warranties. Grantor hereby restates and affirms, as of the Effective Date, all of its representations and warranties set forth in the Current Deed of Trust, as amended by this Second Amendment to Deed of Trust.



10. Ratification of Current Deed of Trust. Grantor and Beneficiary hereby restate, ratify and affirm the Current Deed of Trust, as amended by this Second Amendment to Deed of Trust and as subsections (d), (g), (i), (l), (m) and (n) of Section 6.01 of the Original First Amendment are amended by Amendment No. 4.

11. Counterparts. This Second Amendment to Deed of Trust may be executed in two or more counterparts, all of which together shall constitute one and the same original document. The real property encumbered by the Deed of Trust includes, without limitation, the real property described on Exhibit A attached hereto. Different legal descriptions may be set forth in Exhibit A to the various counterparts of this Second Amendment to Deed of Trust so that the Exhibit A for the counterpart to be recorded in a particular county shall only describe real property situated within such county.

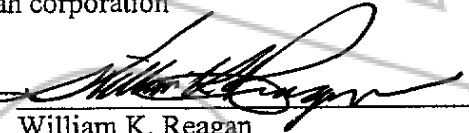
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IN WITNESS WHEREOF, Grantor and Beneficiary have caused this Second Amendment and Supplement to Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, Leases and Proceeds to be duly executed as of the Effective Date.

GRANTOR:

R.O.A. GENERAL, INC.
a Utah corporation

By: 
William K. Reagan
Its: Chairman

BENEFICIARY:

CITICORP USA, INC.,
a Delaware corporation

By: _____
Christina T. Schoen
Its: Vice President



IN WITNESS WHEREOF, Grantor and Beneficiary have caused this Second Amendment and Supplement to Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, Leases and Proceeds to be duly executed as of the Effective Date.

GRANTOR:

R.O.A. GENERAL, INC.
a Utah corporation

By:

William K. Reagan

Its: Chairman

BENEFICIARY:

CITICORP USA, INC.,
a Delaware corporation

By:

Christina T. Schoen

Christina T. Schoen

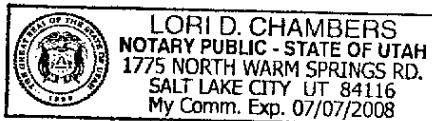
Its: Vice President



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27th day of November, 2007, by William K. Reagan, Chairman of R.O.A. GENERAL, INC.

[SEAL]



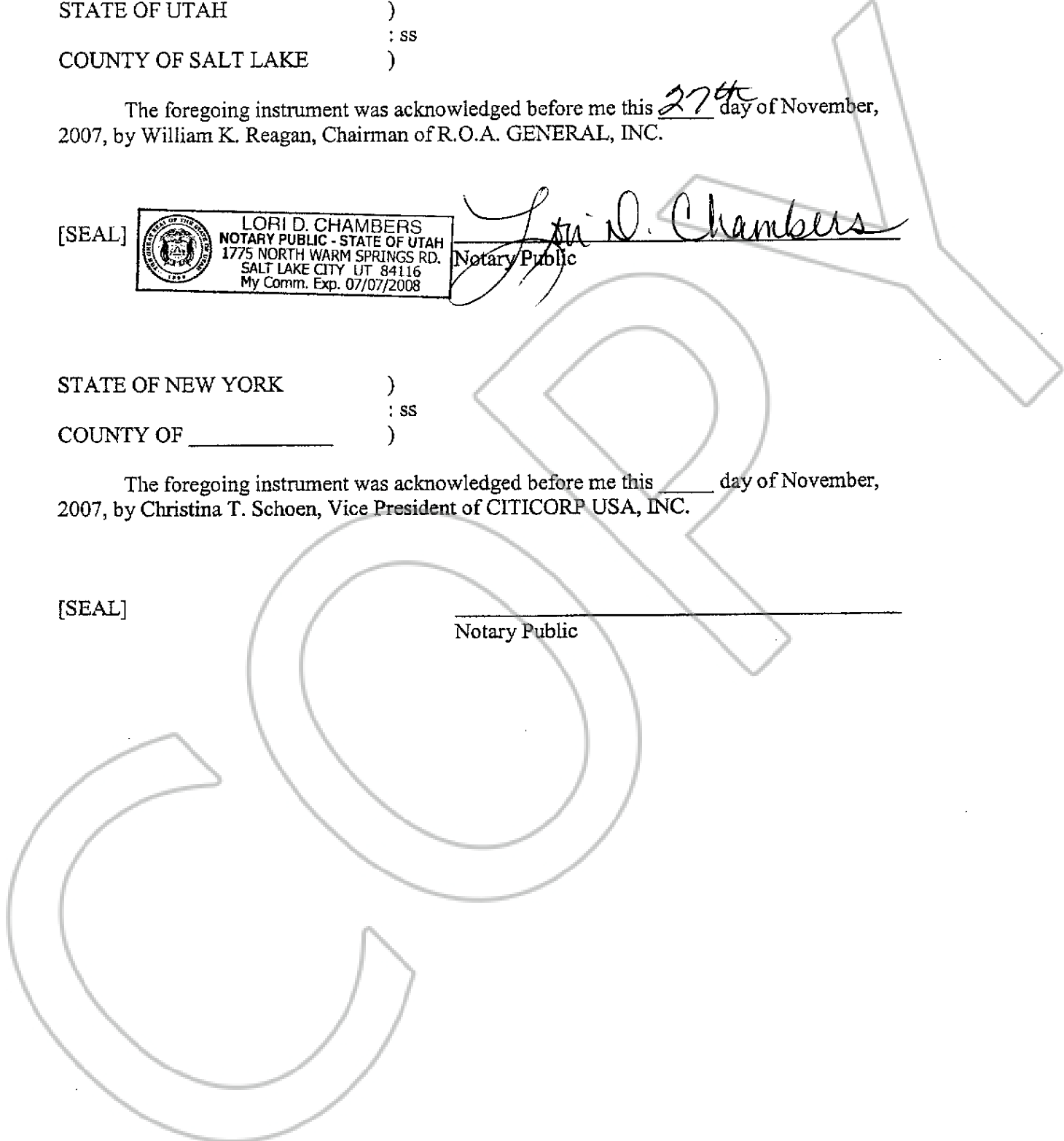
Lori D. Chambers
Notary Public

STATE OF NEW YORK)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2007, by Christina T. Schoen, Vice President of CITICORP USA, INC.

[SEAL]

Notary Public





STATE OF UTAH)
) : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of November, 2007, by William K. Reagan, Chairman of R.O.A. GENERAL, INC.

[SEAL]

Notary Public

STATE OF NEW YORK)
) : SS
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 30th day of November, 2007, by Christina T. Schoen, Vice President of CITICORP USA, INC.

[SEAL]

Mary C. Pena

Notary Public

MARY C. PENA
Notary Public, State of New York
No. 31-5001763
Qualified in New York County
Commission Expires Sept. 14, 2010



EXHIBIT A

COPY



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As of December 2007

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Nevada

LEGAL DESCRIPTION
The piece of property located in Carson City, Nevada, more particularly described as: Highway 395 South of Carson City, Nevada, near the Lake Tahoe Junction (Highway 50) situated on the east side of said Highways.

LEASE	DESCRIPTION (LEASE)	SITE LOCATED AT:	CITY	COUNTY	ZIP CODE
128	ESPERANZA DU FUR	HWY 395 S/O CARSON CITY (10x40)	Carson City	LINCOLN	89701

CONFIDENTIAL

ROA General, Inc.

Confidential

LINCOLN



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As of December 2007

Nevada

ROA General, Inc.

LEASE	DESCRIPTION (LEASE)	SITE LOCATED AT:	CITY	COUNTY	ZIP CODE
565	DONN SIMONS	HWY 50 EO CARSON CITY (10-40)	Carson City	LINCOLN	89701

Year-to-year rollover. A parcel of land located on the Northern side of U. S. Highway 50, in the Southwest Quarter of the Southeast Quarter of Section 2, Township 15 North, Range 20 East, M.D.B. & M., in Carson City, Nevada, described as follows:
 BEGINNING at a point on the Northern right of way line of said Highway, from which the South one-quarter corner of said Section 2 bears South 27°24' West, 1338.10 feet; thence along the Highway South 61°27'00" West, 168.00 feet; thence North 28°23'00" West, 208.31 feet; thence South 89°52'00" East, 190.64 feet; thence South 22°08'00" East, 216.19 feet to the Point of Beginning, Assessor's Parcel Number 8-951-07





EXHIBIT B

**Recording Information for
 Documents Previously Recorded in Nevada Counties**

1. The Original Deed of Trust was recorded as follows:

County	Date	Entry/Doc. No.	Book	Page/Inst.
Clark	June 12, 1996	_____	960612	01517
	June 12, 1996*	_____	960612	01518
Humboldt	June 7, 1996	19961168	_____	_____
	June 7, 1996*	19964357	_____	_____
Lincoln	March 20, 2000	114239	147	88

2. The First Amendment to Deed of Trust was recorded as follows:

County	Date	Entry/Doc. No.	Book	Page/Inst.
Clark	February 5, 2000	_____	20000405	00812
Humboldt	February 28, 2000	2000891	_____	_____
	February 28, 2000*	20001153	_____	_____

* Denotes UCC fixture filing