

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

Wells Fargo Bank, National Association  
Real Estate Banking Group (AU #1074)  
PO Box 45490  
Salt Lake City, UT 84111  
Attention: Lauri Parent  
Loan No. 1019518

APN(S): 45-703-0003, 45-703-0004, 45-703-0005,  
45-703-0007 and 45-703-0008

105289-CAF

(Space Above For Recorder's Use)

**MEMORANDUM OF MODIFICATION AGREEMENT AMENDING DEED OF TRUST**

THIS MEMORANDUM OF MODIFICATION AGREEMENT AMENDING DEED OF TRUST ("**Agreement**") is executed on July 15, 2021, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (collectively with its successors or assigns, "**Lender**"), BOYER NW QUADRANT, L.C., a Utah limited liability company ("**Original Trustor**"), and **BG LEHI BLOCK GAS, L.C.**, a Utah limited liability company ("**Additional Trustor**" or "**New Borrower**"). Original Trustor and Additional Trustor are referred to herein individually and collectively, as the context may require, and in each case jointly and severally, as "**Trustor**". Lender is the beneficiary hereunder for indexing purposes by the clerk of court. This is not a novation.

**RECITALS**

- A.** Pursuant to the terms of that certain Term Loan Agreement by and between Borrower and Lender dated January 17, 2020, as further amended by that certain Letter Agreement dated June 3, 2021 (as the same may have been or may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Original Borrower in the original principal amount of TEN MILLION SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$10,750,000.00) ("**Loan**"). The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust dated as of May 28, 2015, executed by Original Borrower payable to the order of Lender, in the principal amount of the Loan (as the same may have been or may be amended, modified, supplemented or replaced from time to time, "**Note**") and is further evidenced and secured by certain other documents described in the Loan Agreement as Loan Documents.
- B.** The Note is secured by, among other things, a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated January 17, 2020, executed by Borrower, as Trustor, in favor of the trustee named therein, as Trustee, for the benefit of Lender, as Beneficiary, and recorded on January 17, 2020, as Instrument No. 6813:2020 of the Utah County Recorder's Office of Utah of County, Utah (as amended and as affected by any partial reconveyances, the "**Security Instrument**") encumbering real property described more particularly therein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "**Property**" and is described on **Exhibit A** attached hereto.

- C. Trustor and Lender have entered into that certain First Modification Agreement and Joinder dated of even date herewith ("**Modification Agreement**"), wherein, among other things, provision is made for amendment of the Security Instrument.
- D. Trustor and Lender have further agreed pursuant to the Modification Agreement to modify the Loan and Loan Documents to, among other things, (i) join Additional Trustor as an additional trustor subject to the same terms, conditions and covenants applicable to Original Trustor under the Loan Documents, and (ii) amend and restate the legal description of the Original Property in certain Loan Documents to reference the real property legal description attached here as **Exhibit B**.
- E. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Trustor and Lender agree as follows:

- 1. **REPRESENTATIONS AND WARRANTIES.** Trustor represents and warrants, as of the effective date above, that:
  - 1.1 **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Trustor has delivered to Lender all of the relevant formation and organizational documents of Trustor, the partners, members, managers or joint venturers of Trustor (if any), and all guarantors of the Loan (if any) and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Trustor hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Trustor; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were delivered to Lender.
  - 1.2 **FULL FORCE AND EFFECT.** The Note and other Loan Documents, as amended hereby, are in full force and effect without any defense, counterclaim, right or claim of set-off; all necessary action to authorize the execution and delivery of this Agreement has been taken; and this Agreement, together with the Modification Agreement, is a modification of an existing obligation and is not a novation.
  - 1.3 **NO DEFAULT.** No Default (as defined in the any of the Loan Documents or any of the Other Related Documents), breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Security Instrument, any of the Loan Documents (as modified by this Agreement) or any of the Other Related Documents and that all representations and warranties herein and in the other Loan Documents are true and correct, and shall survive execution of this Agreement.
  - 1.4 **TITLE TO THE PROPERTY.** Since the recordation date of the Security Instrument (stated above) Trustor has not further encumbered the Property, including, without limitation, by entering into any deed of trust, deed to secure debt or mortgage, ground lease, and/or any option to purchase or right of first refusal with respect to the Property (except as set forth in the Maverik Lease (as defined in the Modification Agreement)).
  - 1.5 **INTERVENING LIENS.** The lien of the Security Instrument is a first lien on the property described therein and covered thereby and that this Agreement will not cause intervening liens to become prior to the lien of the Security Instrument. If any intervening lien exists or hereafter arises, Trustor shall cause the same to be released or subordinated to the lien of the Security Instrument, without limiting any other right or remedy available to Lender. Trustor has no legal or equitable claim against any mortgagor, trustor or grantor named in the Security Instrument which would be prior to the lien of the Security Instrument, or which would entitle Trustor to a judgment entitling Trustor to an equitable lien on all or any portion of that property prior in lien to the Security Instrument.

2. **MODIFICATION OF LOAN DOCUMENTS.** The Security Instrument and the other Loan Documents and Other Related Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents or Other Related Documents:

2.1 **Notice of Amendment; Amendment of Deed of Trust.**

a. Notice is hereby given that the Loan Agreement, Note, Security Instrument and other Loan Documents and Other Related Documents have been amended and modified pursuant to the Modification Agreement. Specifically, with respect to the joinder of Additional Trustor as an additional borrower under the Loan Documents subject to the same terms, conditions and covenants applicable to Original Trustor under the Loan Documents, the Loan Documents were modified as follows:

(i) **Joinder.** New Borrower acknowledges that New Borrower has received a copy of the Loan Documents and Other Related Documents, and is familiar with the terms and conditions thereof. By its execution of the Modification Agreement, New Borrower acknowledges and agrees that it shall be one of the borrowers under the Loan Documents and agrees to be bound by all of the terms, conditions and covenants set forth in the Loan Documents applicable to Original Trustor, in all respects as if New Borrower had executed and delivered each of the Loan Documents. New Borrower assumes and agrees to pay and perform all existing and future obligations of Original Trustor under the Loan Documents (the "**Obligations**") and hereby joins in and makes all of the assignments and grants of security contained in the Loan Documents, including but not limited to all grants of security made by Original Borrower as Trustor under the Security Instrument. New Borrower acknowledges and affirms that the Obligations shall be joint and several obligations.

(ii) **Joint Obligations.**

(1) **Nature of Obligations.** All Secured Obligations (used herein as defined in the Security Instrument) pursuant to the Loan Agreement and the other Loan Documents shall be the joint and several obligations of each Borrower. Each reference to "Borrower" under this Section 2.1 shall be deemed to refer to New Borrower and Original Trustor individually and collectively and each obligation to be performed by "Borrower" under this Section 2.1 shall be performed by each Borrower. Lender shall have no responsibility to inquire into the apportionment, allocation or disposition of any Loan proceeds or any advances made hereunder. All advances made under the Loan Agreement and the other Loan Documents are to be made for the collective account of Borrowers, but Lender, in its sole and absolute discretion, may make an advance to any Borrower. The action of any Borrower and the requests, notices, reports and other materials submitted by any Borrower shall bind each Borrower.

(2) **Purpose of Joint Borrowing.** The establishment of the Loan with the Borrower, described in the Loan Agreement and the other Loan Documents (as amended by this Modification Agreement) as joint borrowers, is solely as an accommodation to the Borrowers and Lender shall incur no liability to any Borrower as a result of the joint nature of the borrowings under the Loan Documents. Each Borrower hereby agrees to indemnify Lender and hold Lender harmless from and against any and all liabilities, expenses, losses, damages and/or claims of any damage or injury asserted against Lender by Borrowers or any other person arising from or incurred by reason of the joint nature of the borrowings under the Loan Documents or any action taken by Lender pursuant to the Modification Agreement.

(3) **Nature of Joint Ownership.** Each Borrower represents and warrants to Lender that the request for joint borrowing is made by Borrowers and that all

such Borrowers agree to such financing on such a joint basis, even though not all Borrowers are tenants-in-common. Each Borrower expects to derive benefit, directly or indirectly, from the Loan.

(4) **Direct Obligations; Waivers.** Each Borrower shall be a direct, primary and independent obligor under the Note and each other Loan Document, and shall not be deemed to be a guarantor, accommodation party or other person secondarily liable for the Secured Obligations under the Loan Documents. The Note and each other Loan Document shall be entitled to all of the benefits of Section 4.3 of the Modification Agreement. Without limiting the foregoing, however, each Borrower represents, warrants, covenants and agrees as follows:

(A) Lender may enforce any Loan Document against any Borrower, without first having sought enforcement of any Loan Documents against any other Borrower.

(B) Lender may enforce any Loan Document against any property, interests in property, and rights to property, if any, from time to time, securing any or all Secured Obligations arising pursuant to the Loan Documents ("**Loan Collateral**") without first having sought enforcement of any Loan Documents against any Borrower or any other Loan Collateral.

(C) Such obligations shall not be affected by any of the following: (A) the bankruptcy, disability, dissolution, incompetence, insolvency, liquidation, or reorganization of any Borrower; (B) any defense of any or all other Borrowers to payment or performance of any or all obligations (other than the defense of payment or performance) or enforcement of any and all liens and encumbrances; (C) the discharge, modification of the terms of, reduction in the amount of, or stay of enforcement of any or all liens and encumbrances or any or all obligations under the Loan Documents in any bankruptcy, insolvency, reorganization, or other legal proceeding or by any other applicable law, ordinance, regulation, or rule (federal, state, or local); (D) the cessation of liability of any or all other Borrowers or any or all obligations; or (E) any claim or dispute by any other Borrower concerning the occurrence of a Default, performance of any obligations, or any other matter.

(D) Lender may do the following acts or omissions from time to time without notice to or consent of any Borrower and without receiving payment or other value, nor shall the following acts or omissions affect, delay or impair any of such obligations or any or all liens and encumbrances: (A) with the agreement of one Borrower, obtain Loan Collateral or additional Loan Collateral; (B) with the agreement of one Borrower, substitute for any or all Loan Collateral regardless of whether the same type or greater or lesser value; (C) release any or all Loan Collateral; (D) compromise, delay enforcement, fail to enforce, release, settle or waive any rights or remedies of Lender as to any or all Loan Collateral; (E) sell or otherwise dispose of any Loan Collateral in accordance with the Loan Documents and in such manner or order as Lender determines; (F) fail to perfect, fail to protect the priority of, and fail to ensure any or all liens or encumbrances; (G) fail to inspect, insure, maintain, preserve or protect any or all Loan Collateral; (H) obtain additional obligors for any or all such obligations; (I) with the agreement of one Borrower, increase or decrease any or all obligations or otherwise change terms of any or all obligations; (J) release any Borrower; (K) compromise, delay enforcement, fail to enforce, release, settle or waive any obligations of any Borrower with the agreement of such Borrower; (L) make advances, or grant other financial accommodations for any Borrower; (M) fail to file or pursue a claim in any bankruptcy, insolvency, reorganization or other proceeding as to any or all liens and encumbrances or any or all obligations; (N) amend, modify, extend, renew, restate, supplement or terminate in whole or in part the Secured Obligation of any Borrower, Guarantor or any Person

pledging collateral for the Loan (each a "**Loan Party**") with the agreement of that Loan Party; (O) take or fail to take any other action with respect to any Loan Document or Loan Party; and (P) do any other acts or make any other omissions that result in the extinguishment of the obligation of any Loan Party.

(E) Each Borrower waives any and all rights and benefits under any applicable law that limits the liability or exonerate guarantors or sureties, including Utah Code Annotated § 57-1-32, § 70A-3-605 and § 78B-6-901, if and to the extent applicable, and any other similar or replacement statutes or rules now or hereafter in effect and any other statutes or rules now or hereafter in effect that purport to confer specific rights upon, or make specific defenses or procedures available to any Borrower.

(F) Each Borrower waives any rights that require Lender, and Lender shall have no obligation, to provide to any Borrower any information concerning the performance of any other Borrower, the Secured Obligations, or the ability of the any Borrower to perform the Secured Obligations or any other matter, regardless of what information Lender may from time to time have.

(G) Except to the extent provided in Section 4.3(f) of the Modification Agreement, each Borrower waives any and all present and future claims, remedies and rights against the other, the Loan Collateral, and any other property, interest in property or rights to property of any other Loan Party: (A) arising from any performance hereunder, (B) arising from any application of any Loan Collateral, if any, or any other property, interest in property or rights to property of any other Borrower, (C) arising from any indebtedness to the other, or (D) otherwise arising in respect of the Loan Documents, regardless of whether such claims, remedies and rights arise under any present or future agreement, document or instrument or are provided by any applicable law, ordinance, regulation or rule (federal, state or local) (including, without limitation, any and all rights of contribution, exoneration, indemnity, reimbursement, and subrogation and any and all rights to participate in the rights and remedies of Lender against any Borrower). To the extent that rights of contribution, exoneration, indemnity, reimbursement and subrogation are not waivable, such rights are hereby made subordinate and subject to all rights, liens and claims of Lender.

(5) **Agreement by Original Trustor; Indemnity Obligations.**

(A) Original Trustor consents to and agrees that the New Borrower constitutes a borrower pursuant to the Loan Agreement and other Loan Documents.

(B) Each Borrower acknowledges that pursuant to the terms of the Modification Agreement, each Borrower is jointly and severally liable for all of the Secured Obligations, whether or not the Secured Obligations represent amounts actually advanced to an individual Borrower. Accordingly, each Borrower has expressly assumed the risk that such Borrower may be held liable for, and such Borrower's property may be applied to payment of, amounts advanced pursuant to the Modification Agreement to or for the direct benefit of any Borrower. In order to mitigate that risk between the Borrowers, each Borrower agrees that if and to the extent that (A) any claim shall ever be made against one Borrower pursuant to the Loan Documents, (B) any judgment or other order or decree for the payment of money shall ever be entered against one Borrower pursuant to the Loan Documents or as a result of the Secured Obligations, or (C) the amount of any credit bid or the amount otherwise received by Lender upon foreclosure of Borrower's interest in any real or personal property, shall in any such case exceed such Borrower's Pro Rata Obligation (as defined below), the other Borrowers shall pay and reimburse such Borrower (but subject to the next sentence hereof) for all such excess amounts and all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection therewith

and shall otherwise indemnify such Borrower and hold such Borrower harmless from and against any loss or liability in connection therewith. A Borrower's contribution rights under Section 4.3(f)(ii) of the Modification Agreement shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Borrower under the other provisions of the Loan Documents, and such Borrower shall not exercise any right or remedy with respect to such contribution right until payment and satisfaction in full of all of such obligations. As used herein, the term "**Pro Rata Obligation**" shall mean the amount, as determined and in existence from time to time, equal to (1) the sum of (A) the portion of the Loan received by such Borrower, paid to satisfy the debts of such Borrower, or used to finance the operations of such Borrower, or such other portions as Lender may reasonably determine based on the circumstances, and (B) the amount of other costs, expenses and obligations pursuant to the Loan Documents to the extent arising from the acts or omissions of such Borrower divided by (2) the sum of (A) the original Loan commitment amount and (B) the outstanding amount of all other costs, expenses, and other obligations pursuant to the Loan Documents.

(C) Section 4.3(f)(ii) of the Modification Agreement is only intended to allocate losses and liabilities among the Borrowers in order that each Borrower is ultimately liable for its Pro Rata Obligation. Nothing contained in Section 4.3(f)(ii) of the Modification Agreement shall in any way limit the obligations of any Borrower to Lender or otherwise limit the joint and several nature of all of the obligations of each Borrower. Each Borrower shall be fully liable to Lender pursuant to the Loan Documents without regard to any allocation of losses and liabilities by virtue of such indemnity provisions or otherwise.

(D) In any action or proceeding involving any applicable state law, or any state or federal bankruptcy, insolvency, reorganization, or other applicable law affecting the rights of creditors generally, if the obligations of any Borrower would otherwise, taking into account the provisions of Section 4.3(f)(ii) of the Modification Agreement be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any their creditors, on account of the amount of its liability under the Loan Documents, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Borrower, Lender, or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

(6) **Original Trustor.** For the avoidance of doubt, all references in the Loan Documents and Other Related Documents to Original Trustor shall be amended such that they refer to Original Trustor and New Borrower, individually and collectively, as the context may require, and jointly and severally.

b. The Security Instrument is hereby modified, to the extent necessary, to be consistent with the modifications of the Modification Agreement, including but not limited to adding Additional Trustor as a joint trustor with Original Trustor under the Security Agreement on an individual and collective and joint and several basis (for the avoidance of doubt, Additional Trustor does hereby join in and make, together with Original Trustor, all of the assignments and grants of security made by Original Borrower as Trustor under the Security Instrument), the amending of representations and warranties as set forth in Section 4.6 of the Modification Agreement.

2.2 **GRANT IN TRUST.** Section 1.1 of the Security Instrument is hereby amended to add the following as the last sentence of the section.

"The listing of specific rights or property shall not be interpreted as a limit of general terms. As of the date hereof, ownership of the Property is described as follows:

- Lots 3, 4, 5, and 7: BOYER NW QUADRANT, L.C., a Utah limited liability company
- Lot 8: BG LEHI BLOCK GAS, L.C., a Utah limited liability company”

2.3 **CHANGE IN LEGAL DESCRIPTION.**

- a. The legal description of the Original Property attached to the Security Instrument as **Exhibit A** is hereby amended and restated to refer to the legal description attached hereto as **Exhibit B**. Accordingly, the parties hereby agree that all references in the Security Instrument to the “Improvements”, the “Property” and the “Collateral” are hereby amended to reference the real property legally described in **Exhibit B** hereto, and all associated Improvements, buildings and related rights thereto.
  - b. Trustor hereby irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit of Beneficiary to secure payment and performance of the Secured Obligations, all present and future right, title, interest, and claims of Trustor in and to the property described on **Exhibit B** hereto and all of the Improvements relating thereto.
  - c. Trustor grant to Beneficiary a security interest in all present and future right, title, interest, and claims of Trustor in and to the Improvements relating to the property described on **Exhibit B** hereto to secure payment and performance of the Secured Obligations. Upon its recording in the real property records, this MEMORANDUM OF MODIFICATION AGREEMENT AMENDING DEED OF TRUST shall be effective as a financing statement filed as a fixture filing with respect to all fixtures attached to, incorporated in, located in or on, or used in the occupation, operation or use of the property described on **Exhibit B** hereto; and
  - d. The foregoing grants, assignments, transfers, and conveyances are made upon, and are subject to, the terms and conditions of the Deed of Trust.
3. **NOT A NOVATION.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Security Instrument against the Property and all assets and properties described in the Security Instrument shall continue unabrogated and in full force and effect.
4. **RATIFICATION OF DEED OF TRUST.** As amended by this Agreement, the Security Instrument is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Security Instrument and supersedes all prior representations, warranties, agreements and understandings. The Security Instrument as modified herein shall be binding upon and inure to the benefit of Trustor and Lender, and their respective successors and assigns. No provision of this Agreement may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.
5. **RELEASE AND DISCHARGE.** Trustor fully, finally, and forever releases and discharges Lender, and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, the Other Related Documents, or the actions or omissions of Lender in respect of the Loan or the Loan Documents or the Other Related Documents, and (ii) arising from events occurring prior to the date of this Agreement.

6. **MISCELLANEOUS**. Except for the amendments above stated, all of the conditions and covenants of the Security Instrument shall remain in full force effect, unchanged, and the Security Instrument is in all respects ratified, confirmed and approved. All of the terms and conditions of the Security Instrument are incorporated herein by reference.
7. **DEFINED TERMS**. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings attributed to such terms in the Loan Agreement.
8. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.
9. **CHOICE OF LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
10. **BINDING EFFECT**. The Security Instrument as modified herein shall be binding upon and inure to the benefit of, Trustor and Lender and their respective successors and assigns.

Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

***[Remainder of page intentionally left blank]***



IN WITNESS WHEREOF, Trustor and Lender have caused this document to be duly executed as of the date set forth in the preamble above.

"LENDER"

**WELLS FARGO BANK, NATIONAL ASSOCIATION**  
a national banking association

By: Ben Bliss  
Name: Ben Bliss  
Title: Director

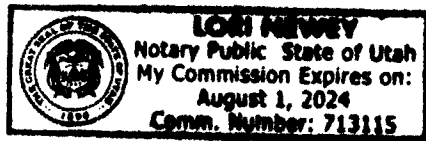
STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On this 3<sup>rd</sup> day of July, 2021, before me LORI NEWHEY, personally appeared **BEN BLISS**, a Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged he/she executed the same on behalf of such association.

Witness my hand and official seal.

Lori Newhey  
NOTARY PUBLIC

[SEAL]

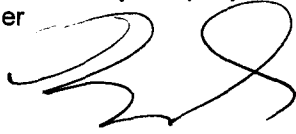


*[Signatures continue on following pages]*

"ORIGINAL TRUSTOR"

**BOYER NW QUADRANT, L.C.**  
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company  
its Manager

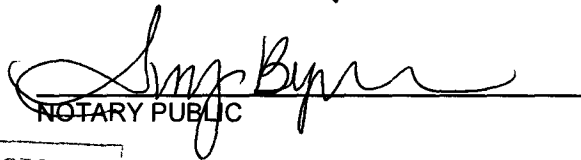


By: \_\_\_\_\_  
Name: Brian Gochnour  
Title: Manager

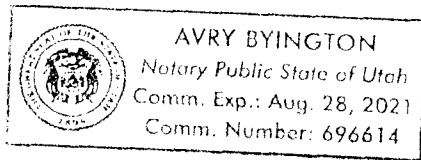
STATE OF UTAH                    )  
  ):ss  
COUNTY OF SALT LAKE        )

On this 13 day of JULY, 2021, before me Avry Byington,  
personally appeared Brian Gochnour, a Manager of The Boyer Company, L.C., a  
Utah limited liability company, a Manager of **BOYER NW QUADRANT, L.C.**, a Utah limited liability  
company proved on the basis of satisfactory evidence to be the person whose name is subscribed to in  
this document and acknowledged he/she executed the same on behalf of such limited liability company.

Witness my hand and official seal.

  
NOTARY PUBLIC

[SEAL]



**[Signatures continue on following page]**

"ADDITIONAL TRUSTOR"

**BG LEHI BLOCK GAS, L.C.**, a Utah limited liability company  
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company, its Manager

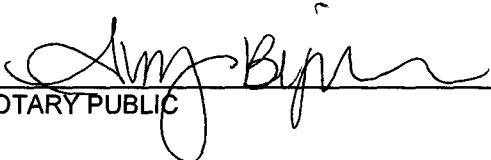


By: \_\_\_\_\_  
Name: BRIAN GOCHNOUR  
Title: Manager

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

On this 13 day of July, 2021, before me Avry Byington,  
personally appeared Brian Gochnour, a Manager of The Boyer Company, L.C., a Utah  
limited liability company, a Manager of **BG LEHI BLOCK GAS, L.C.**, a Utah limited liability company  
proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document  
and acknowledged he/she executed the same on behalf of such limited liability company.

Witness my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

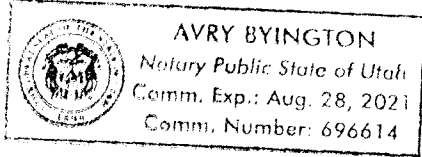


EXHIBIT A

ORIGINAL LEGAL DESCRIPTION

All that certain real property located in Utah County, Utah, described as follows:

PARCEL 1:

Beginning at a point 1385.00 feet South and 13.11 feet West of the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 72°16'37" West 469.16 feet to the true point of beginning; thence North 82°45' West 413.23 feet; thence North 546.48 feet to the South side of a State access road; thence along the South side of the State access road to the right along a curve of radius 2764.93 feet a distance of 419.81 feet, the chord of said curve bears South 77°47'36" East and is 419.41 feet long; thence South 509.95 feet to the true point of beginning.

PARCEL 2:

Beginning at a point 1385.00 feet South and 13.11 feet West of the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 72°16'37" West 282.38 feet to the true point of beginning; thence North 72°16'37" West 186.78 feet; thence North 509.95 feet to the South side of a State access road; thence along the South side of the State access road to the right along a curve of radius 2764.93 feet a distance of 187.65 feet, the chord of said curve bears South 71°29'58" East and is 187.60 feet long; thence South 507.28 feet to the true point of beginning.

PARCEL 3:

Beginning at a point 1385.00 feet South and 13.11 feet West of the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 72°16'37" West 282.38 feet; thence North 507.28 feet to the South side of a State access road; thence along the South side of the State access road to the right along a curve of radius 2764.93 feet a distance of 239.22 feet to a 3-inch brass cap set on an iron post, the chord of said curve bears South 67°04'26" East and is 239.15 feet long; thence South 37°26'05" East 82.17 feet to the West side of a County road; thence South 00°09'42" West along the West side of the County road 434.84 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Commencing at the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°03'00" West 1,385.00 feet along the section line and West 11.90 feet to the true point of beginning; and running thence North 72°16'20" West 32.83 feet; thence North 00°25'34" East 462.81 feet; thence South 37°26'05" East 47.81 feet; thence South 00°09'42" West 434.84 feet to the true point of beginning.

PARCEL 4:

Beginning at a point 1385.00 feet South and 13.11 feet West of the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°09'42" West 128.94 feet to a 3-inch brass cap set on an iron post; thence South 07°33'16" West 327.61 feet to a 3-inch brass cap set on an iron post; thence South 26°36'20" West 196.68 feet to a 3-inch brass cap set on an iron post; thence North 70°58'06" West 358.95 feet to a 3-inch brass cap set on an iron post; thence North 56°52'49" West 517.45 feet to a 3-inch brass cap set on an iron post; thence to the right along a curve of radius 7439.44 feet a distance of 609.68 feet, to a 3-inch brass cap set on an iron post, the chord of said curve bears North 47°03'01" West and is 609.52 feet long; thence North 44°40'40" West 777.12 feet to a 3-inch brass cap set on an iron post; thence North 87°19'10" East 599.55 feet to a 3-inch brass cap set on an iron post; thence along the South side of a State access road to the right along a curve of radius 2764.93 feet a distance of 441.94 feet, the chord of said curve bears South 86°43'21" East and is 441.47 feet long; thence South 546.48 feet; thence South 82°45' East 413.23 feet; thence South

72°16'37" East 469.16 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Commencing at the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 00°03'00" West 1,385.00 feet along the section line and West 11.90 feet to the true point of beginning; and running thence South 00°09'42" West 128.94 feet; thence South 07°33'16" West 260.71 feet; thence North 00°35'14" East 145.55 feet; thence North 00°25'34" East 251.85 feet; thence South 72°16'20" East 32.83 feet to the true point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee, being part of an entire tract of property situate in the Northeast quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, for the purpose of widening of existing I-15, known as Project No. S-115-6(228)280. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Northeasterly highway right of way and no-access line of said Interstate 15, which point is approximately 1,921.66 feet South and 416.90 feet West from the Northeast corner of said Section 6, at a point 265.00 feet radially distant Northeasterly from the right of way control line of said Project, opposite approximate Engineers Station 2232+94.41 and running thence along said existing Southwesterly highway right of way and no-access line the following four (4) courses and distances: (1) North 70°58'06" West 72.08 feet; (2) thence North 56°52'49" West 517.45 feet to the point of curvature of a non-tangent curve to the right with a radius of 7,439.43 feet; (3) thence Northwesterly along said curve with an arc length of 609.69 feet, chord bears North 47°03'01" West 609.52 feet; (4) thence North 44°40'40" West 777.12 feet to the Northerly boundary line of said entire tract; thence North 87°19'10" East 202.56 feet along said Northerly boundary line to a point 250.00 feet radially distant Northeasterly from the right of way control line of said Project, opposite approximate Engineers Station 2251+68.12 designated as Point "U"; thence South 44°24'11" West 45.11 feet to a point 205.00 feet radially distant Northeasterly from the right of way control line of said Project, opposite approximate Engineers Station 2251+65.00; thence South 45°20'47" East 833.58 feet to a point 266.97 feet radially distant Northeasterly from the right of way control line of said Project, opposite Engineers Station 2243+25.00, designated as Point "T"; thence continuing South 45°20'47" East 48.00 feet to a point 268.51 feet radially distant Northeasterly from the right of way control line of said Project, opposite Engineers Station 2242+75.00, designated as Point "S"; thence continuing South 45°20'47" East 551.87 feet to a point 260.00 feet radially distant Northeasterly from the right of way control line of said Project, opposite approximate Engineers Station 2237+00.00; thence South 51°13'13" East 389.43 feet to a point 265.00 feet radially distant Northeasterly from the right of way control line of said Project, opposite approximate Engineers Station 2232+94.41, designated as Point "SS" and the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM the following:

Beginning at a point on the Easterly boundary line of the Grantor's property, which point is located 1385.00 feet South 00°00'00" West and 13.11 feet South 90°00'00" West and the following two (2) courses along said Easterly boundary line, and the Westerly right of way line of the Lehi 1200 West roadway: 1) 128.94 feet South 00°09'42" West and 2) 260.71 feet South 07°33'16" West from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running thence the following two (2) courses along the Easterly boundary line of said property: 1) South 07°33'16" West 66.90 feet; thence 2) South 26°36'20" West 43.08 feet; thence North 09°19'52" East 177.70 feet; thence South 00°35'14" West 70.51 feet to the point of beginning.

Parcels 1 through 4 being also described by survey as follows:

A parcel of land situate in the Northeast quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way of 1200 West Street, said point being South 00°14'45" West 911.34 feet and West 40.66 feet from the Northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and measures; thence South 00°40'29" West 714.67 feet along said Westerly right-of-way; thence South 00°50'09" West 145.46 feet along said Westerly right-of-way; thence South 07°48'13" West 66.98 feet along said Westerly right-of-way; thence South 26°51'17" West 196.68 feet along said right-of-way to a point on the Northeasterly UDOT right-of-way of Interstate 15; thence North 70°43'09" West 286.86 feet along said Northeasterly right-of-way; thence North 50°58'16" West 389.44 feet along said Northeasterly right-of-way; thence North 45°05'50" West 1433.45 feet along said Northeasterly right-of-way; thence North 44°39'08" East 45.97 feet along said Northerly right-of-way to the Southerly right-of-way line of the UDOT Frontage Road; thence North 87°34'07" East 396.39 feet along said Southerly right-of-way; thence Southeasterly 1049.72 feet along the arc of a 2,764.93 foot radius curve to the right (center bears South 01°03'30" East and the chord bears South 80°10'47" East 1043.43 feet with a central angle of 21°45'09") along said Southerly right-of-way; thence South 66°49'29" East 239.15 feet along said Southerly right-of-way; thence South 37°11'08" East 34.36 feet along said Southerly right-of-way to the point of beginning.

Exhibit A

**EXHIBIT B**

**AMENDED AND RESTATED LEGAL DESCRIPTION**

All that certain real property located in Utah County, Utah, described as follows:

Lots 3, 4, 5, 7 and 8, LEHI BLOCK PLAT "A", according to the official plat thereof, recorded in the Utah County Recorder's office on March 12, 2020 as Entry No. 31840:2020.