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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

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SNELL & WILMER, L.L.P.
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Salt Lake City, Utah 84101

Tax Parcel No. 16-06-107-040; 16-06-107-041

CTIA 115370-ETF

SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS

THIS SECOND AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (the "*Amendment*") is made as of August 21, 2019, by and among **BOYER 151, L.C.**, a Utah limited liability company ("*Boyer 151*"), **BOYER 102, L.C.**, a Utah limited liability company ("*Boyer 102*" and also referred to herein as "*Assignor*"), in favor **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("*Assignee*" or "*Lender*").

RECITALS:

A. **BOYER QC HOLDINGS, L.C.**, a Utah limited liability company ("*Original Assignor*") and **THE BOYER COMPANY, L.C.**, a Utah limited liability company ("*Boyer Company*" and, together with Original Assignor, individually and collectively, "*Original Borrower*"), previously received from Lender a loan (the "*Loan*") in the original principal amount of **TWENTY-TWO MILLION FIVE HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,550,500.00)**, pursuant to that certain Loan Agreement dated December 19, 2012 (as amended, the "*Loan Agreement*"), and evidenced by that certain Promissory Note dated December 19, 2012 (as amended, the "*Note*"). Capitalized terms used herein without definition, shall have the meanings given to such terms in the Loan Agreement and Note.

B. The Loan is secured by, among other things, that certain Assignment of Leases and Rents dated as of December 19, 2012 from Original Assignor, as assignor, and in favor of Assignee, as assignee, (the "*Assignment*"), and recorded on December 21, 2012 as Entry No. 11541427 in Book 10090, beginning at Page 5303, in the official records of Salt Lake County, Utah, against the real property legally described in **Exhibit A** attached hereto (the "*Property*"). The Assignment was modified and amended by the following documents: (i) that certain First Amendment to Assignment of Leases and Rents, dated as of August 14, 2014 and recorded on August 15, 2014 as Entry No. 11898119 in Book 10253, beginning at Page 2653, in the official records of Salt Lake County, Utah, between Original Assignor, Boyer 151, Assignor, and Lender, whereby Original Assignor was removed as Assignor; and (ii) that certain undated Release of Assignment of Leases and Rents recorded in the official records of Salt Lake County, Utah on October 2, 2013 as Entry No. 11735638 in Book 10182, beginning at Page 7071.

C. In accordance with the terms of that certain First Modification Agreement dated September 30, 2013, a portion of the real property encumbered by the Assignment was released and reconveyed as evidenced by, among other things, that certain Partial Deed of Reconveyance dated

October 2, 2013 and recorded in the official records of Salt Lake County, Utah on October 2, 2013 as Entry No. 11735637 in Book 10182, beginning on Page 7070.

D. Pursuant to the terms of that certain Second Modification Agreement dated March 13, 2014, among Lender and Original Borrower, the amount of the Loan was increased to **THIRTY-ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$31,800,000.00)**.

E. In connection with that certain Third Modification Agreement and Joinder dated August 14, 2014, among Lender, Boyer 151, Assignor, and the Boyer Company the Original Assignor was released from its obligations as a "Borrower" under the Loan Documents and its obligations as an "Assignor" under the Assignment. In place of Original Assignor, Boyer 102 and Boyer 151 were named as additional "Borrowers" under the Loan Documents and as additional "Assignors" under the Assignment.

F. In accordance with the terms of that certain Fourth Modification Agreement dated February 17, 2016, among Lender and Borrower the Maturity Date of the Loan was extended to February 17, 2021 and the maximum principal amount of the Loan was increased to **THIRTY-THREE MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$33,736,000.00)**.

G. Borrower and Lender have agreed to further modify the Loan and Loan Documents pursuant to that certain Fifth Modification Agreement of approximately even date herewith (the "*Fifth Modification Agreement*" and together with all other modification of the Loan Documents, the "*Modifications*") to, among other things: (i) provide for the release of the Release Parcel (as such term is defined in the Fifth Modification Agreement) from all liens in favor of Lender, (ii) provide for the recordation of certain condominium documents which are necessary to divide the Parking Structure (as such term is defined in the Fifth Modification Agreement) and other adjacent property into three separate condominium units, and (iii) to release Boyer 151 as a "Borrower" under the Loan Documents and "Assignor" under the Assignment. In accordance therewith, the term "Borrower" as used hereinafter shall mean Boyer 102 and Boyer Company, individually and collectively, jointly and severally.

H. Concurrently with the modification of the Loan and Loan Documents pursuant to the Fifth Modification Agreement, Assignor and Beneficiary desire to give notice that the Note and other Loan Documents have been amended, and to amend the Assignment, as more particularly set forth herein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Accuracy of Recitals. Assignor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. Notice of Amendment; Amendment of Assignment.

(a) Notice is hereby given that the Loan Agreement, Note, Assignment and other Loan Documents have been amended, restated and modified pursuant to the Fifth Modification Agreement.

(b) The legal description of the Property shown on **Exhibit A** hereto, and as Exhibit A to the Assignment, is hereby amended and restated to be the Amended and Restated Legal Description attached hereto as **Exhibit B**. Accordingly, the parties hereby agree that all references in the Assignment to the "Land", "Improvements", and "Project" are hereby amended

to reference the property legally described in **Exhibit B** attached hereto and all associated improvements, buildings and related rights thereto.

(c) The Assignment is hereby modified, to the extent necessary, to be consistent with the Fifth Modification Agreement, including, without limitation, the release of Boyer 151 from its obligations, covenants and liability arising under the Loan Agreement, Note, the Assignment and other Loan Documents.

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 assignment of leases and rents encumbering the Property as described in the Assignment and shall continue unabrogated and in full force and effect.

4. Ratification of Assignment and Assignment of Rents. As amended by this Amendment, the Assignment 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 Assignment and supersedes all prior representations, warranties, agreements and understandings. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Assignee.

5. Release and Discharge. Assignor fully, finally, and forever releases and discharges Assignee 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 Assignor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Assignee in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

6. Miscellaneous. Except for the amendment above stated, all of the conditions and covenants of the Assignment shall remain in full force effect, unchanged, and the Assignment is in all respects ratified, confirmed and approved. All of the terms and conditions of the Assignment are incorporated herein by reference.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

8. Choice of Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

9. Binding Effect. The Assignment as modified herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

10. Ratification. As amended by this Amendment, the Assignment is ratified and confirmed and continues in full force and effect.

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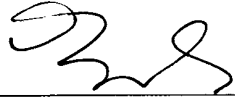
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BOYER 151:

BOYER 151, L.C.

a Utah limited liability company

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


By: 
Name: BRIAN GOEHNOW
Title: Manager

ASSIGNOR:

BOYER 102, L.C.

a Utah limited liability company

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

By: 
Name: BRIAN GOEHNOW
Title: Manager

ASSIGNEE:

KEYBANK NATIONAL ASSOCIATION

a national banking association

By: _____
Name: Nikolaus J. Muelleck
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BOYER 151:

BOYER 151, L.C.

a Utah limited liability company

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

By: _____
Name: _____
Title: Manager

ASSIGNOR:

BOYER 102, L.C.

a Utah limited liability company

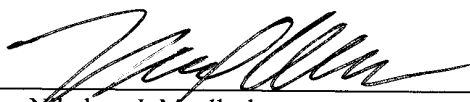
By: THE BOYER COMPANY, L.C.
a Utah limited liability company,
its manager

By: _____
Name: _____
Title: Manager

ASSIGNEE:

KEYBANK NATIONAL ASSOCIATION

a national banking association

By: 
Name: Nikolaus J. Muelleck
Title: Senior Vice President

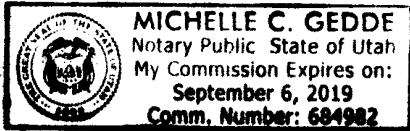
State of Utah)
 §
County of Salt Lake)

On this 21 day of August, in the year 2019, before me Michelle Gedde a. notary public, personally appeared Brian Gudnoust, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and seal.

[Seal]

Michelle C. Gedde
Notary Public



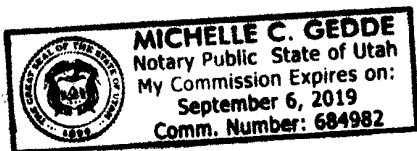
State of Utah)
 §
County of Salt Lake)

On this 21 day of August, in the year 2019, before me Michelle Gedde a, notary public, personally appeared Brian Gudnoust, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and seal.

[Seal]

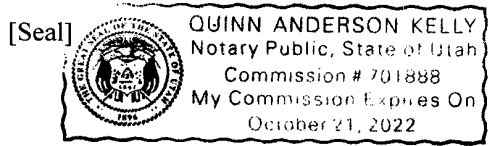
Michelle C. Gedde
Notary Public



State of Utah)
 §
County of Salt Lake)

On this 21 day of August, in the year 2019, before me Quinn Kelly a,
notary public, personally appeared NIKOLAUS J. MUELLECK, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to in this document, and acknowledged he executed
the same.

Witness my hand and seal.





Notary Public

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Salt Lake County, State of Utah and described as follows:

Parcel 1:

Parcel 1 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at page 3337 of official records, and further being described as follows:

Beginning at a point on the South line of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being North 89°58'22" East 408.50 feet along the said South line from the Southwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 476.60 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running thence North 0°01'43" West 247.50 feet; thence North 89°58'22" East 86.50 feet; thence North 0°01'43" West 12.50 feet; thence North 89°58'22" East 165.00 feet to the West line of 200 East Street; thence South 0°01'43" East 334.00 feet along the West line of said 200 East Street; thence South 89°58'22" West 88.00 feet; thence North 0°01'43" West 8.00 feet; thence South 89°58'22" West 85.50 feet; thence North 0°01'43" West 66.00 feet; thence South 89°58'22" West 78.00 feet to the point of beginning.

Parcel 2:

Beginning South 0°01'43" East 228.2 feet from Northeast Corner, Block 71, Plat A, SALT LAKE CITY SURVEY; South 0°01'43" East 6.8 feet; West 165 feet; North 6.8 feet; North 89°58'22" East 165 feet to beginning.

Parcel 3:

Parcel 2 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at Page 3337 of Official Records, and further described as follows:

Beginning at the Southwest Corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being on the East line of State Street and being North 0°01'43" West 165.00 feet along the East line of State Street from the Southwest Corner of Block 71, Plat "A", Salt Lake City Survey, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 68.10 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running; thence North 0°01'43" West 89.50 feet along the East line of said State Street; thence North 89°58'22" East 113.65 feet; thence North 0°01'43" West 26.00 feet; thence South 89°58'22" West 113.65 feet to the East line of said State Street; thence North 0°01'43" East 49.90 feet along the East line of said State Street; thence North 89°58'22" East 165.00 feet; thence North 0°01'43" West 73.10 feet; thence North 89°58'22" East 82.50 feet; thence North 0°01'43" West 9.00 feet; thence North 89°58'22" East 161.00 feet; thence South 0°01'43" East 247.50 feet; thence South 89°58'22" West 408.50 feet to the point of beginning.

Parcel 4:

Exhibit A-1

4832-6253-8653.6

BK 10819 PG 9295

Beginning at the Northeast Corner of Block 71, Plat "A", SALT LAKE CITY SURVEY and running thence South 0°01'43" East along the East line of said Block 71 a distance of 228.20 feet; thence South 89°58'22" West 165.00 feet; thence North 0°01'43" West 63.20 feet; thence South 89°58'22" West 46.00 feet; thence North 0°01'43" West 165.00 feet to the North line of said Block 71; thence North 89°58'22" East along said North line 211.00 feet to the point of beginning.

Parcel 5:

Beginning 165 feet West of the Northeast Corner of Lot 7, Block 71, Plat "A", SALT LAKE CITY SURVEY, and running thence West 10.5 feet; thence South 63 feet; thence East 10.5 feet; thence North 63 feet to the point of beginning.

Parcel 6:

Together with an easement and right of way as disclosed by that certain Special Warranty Deed recorded December 31, 2001 as Entry No. 8107848 in Book 8549 at page 1708 and mense instruments of record, being described as follows:

Beginning at a point 76 1/2 feet South from the Northwest Corner of Lot 4, Block 71, Plat "A", SALT LAKE CITY SURVEY; and running thence East 100 feet; thence North 3 feet; thence East 147 1/2 feet; thence North 10 1/2 feet; thence East 247 1/2 feet; thence South 39 feet; thence West 247 1/2 feet; thence North 10 1/2 feet; thence West 147 1/2 feet; thence North 3 feet; thence West 100 feet; thence North 12 feet to the point of beginning.

Parcel 7:

Beginning at a point 49 and half feet South of the Northwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, thence South 26 feet; thence East 113.65 feet; thence North 26 feet; thence West 113.65 feet to the point of beginning.

EXHIBIT B

AMENDED AND RESTATED LEGAL DESCRIPTION

That certain real property located in Salt Lake County, State of Utah and described as follows:

Parcel 1:

A PARCEL OF GROUND LOCATED IN LOT 6 AND LOT 7, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID PARCEL ALSO BEING A PART OF THAT CERTAIN PARCEL CONVEYED TO BOYER 102, L.C. BY SPECIAL WARRANTY DEED RECORDED AUGUST 15, 2014 AS ENTRY NO. 11898117 IN BOOK 10253 AT PAGES 2636 THROUGH 2638 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT NORTH 0°01'43" WEST ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 51.02 FEET AND SOUTH 89°58'20" WEST 194.80 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT ALSO BEING NORTH 0°01'23" WEST ALONG THE MONUMENT LINE OF STATE STREET 227.91 FEET (NORTH 0°01'43" WEST 227.71 FEET BY DEED) AND NORTH 89°58'39" EAST 533.70 FEET (NORTH 89°58'22" EAST BY DEED) AND NORTH 0°01'43" WEST 216.01 FEET FROM A BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID STATE STREET AND 200 SOUTH STREET, AND RUNNING THENCE NORTH 0°01'43" WEST 31.52 FEET TO A POINT ON A NORTHERLY LINE OF SAID BOYER 102 PARCEL; THENCE EASTERLY AND NORTHERLY ALONG SAID NORTHERLY LINE AND OF THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING SIX COURSES: 1) NORTH 89°58'59" EAST 29.71 FEET (NORTH 89°58'22" EAST BY DEED), 2) NORTH 0°01'51" WEST 19.52 FEET (NORTH 0°01'43" WEST 19.50 FEET BY DEED), 3) SOUTH 89°59'18" WEST 10.50 FEET (SOUTH 89°58'22" WEST BY DEED); 4) NORTH 0°01'51" WEST 63.00 FEET (NORTH 0°01'43" WEST BY DEED); THENCE SOUTH 89°59'18" WEST 35.66 FEET; THENCE NORTH 0°01'44" WEST 165.03 FEET TO A NORTHWEST CORNER OF SAID BOYER 102 PARCEL AND TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE NORTH 89°59'38" EAST ALONG SAID NORTH LINE 211.25 FEET (NORTH 89°58'22" EAST 211.00 FEET BY DEED) TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 0°01'43" EAST ALONG THE EAST LINE OF SAID LOT 6 AND LOT 7 A DISTANCE OF 278.99 FEET; THENCE SOUTH 89°58'20" WEST 194.80 FEET (SOUTH 89°58'22" WEST BY DEED) TO THE POINT OF BEGINNING.

Parcel 2:

The Commercial Parking Unit, contained within the Block 71 Condominiums as the same is identified in the Condominium Plat recorded in the office of the Recorder of Salt Lake County, Utah, on August 9, 2019 as Entry No. 13048893, in Book 2019P of Plats, at Page 221 (as said Condominium Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominiums for Block 71 Condominiums, recorded in the office of the Recorder of Salt Lake County, Utah on August 9, 2019, as Entry No. 13048894, in Book No. 10814 at Page 6330 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in said Declaration.

Exhibit B-1

4832-6253-8653.6

BK 10819 PG 9297

Parcel 3:

The non-exclusive easements for vehicular and pedestrian access, ingress and egress, and for utilities, appurtenant to Parcel 1 and Parcel 2 described herein, as provided for in that certain Reciprocal Easements Agreement recorded in the official records of the Salt Lake County Recorder on June 4, 2014, as Entry No. 11860095, in Book 10235, at Page 7647, as amended by that certain Amendment to Reciprocal Easements Agreement dated December 6, 2017, and recorded in the official records of the Salt Lake County Recorder on December 12, 2017, as Entry No. 12677786, in Book 10628, at Page 8361.