



\*W2717863\*

When Recorded Return To:

Brian D. Cunningham, Esq.  
**SNELL & WILMER L.L.P.**  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

E# 2717863 PG 1 OF 7  
Leann H. Kilts, WEBER COUNTY RECORDER  
14-Jan-15 01:01 PM FEE \$26.00 DEP SY  
REC FOR: FIRST AMERICAN TITLE INSURANCE CO  
ELECTRONICALLY RECORDED

APN: 01-021-0072 /  
01-021-0078 / J.S.

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made effective as of December 1, 2014, by and among **OGDEN-WASATCH HOLDINGS, LLC**, a Utah limited liability company ("Trustor"), whose address is c/o Wasatch Commercial Management, 595 South Riverwoods Parkway, Suite 400, Logan, Utah 84321, **U.S. TITLE INSURANCE AGENCY, LLC**, ("Trustee"), whose address is 308 East 4500 South, Suite 270, Murray, Utah 84107, and **BANK OF AMERICA. N.A.**, a national banking association ("Beneficiary"), whose address is 201 East Washington Street, 22<sup>nd</sup> Floor, Phoenix, Arizona 85004.

**RECITALS:**

A. Trustor applied to Beneficiary for a loan to finance, in part, certain costs related to (i) the refinance of certain indebtedness securing a six (6) story office building (the "Office Building") and an adjacent parking structure (the "Parking Structure"), each located in the City of Ogden, County of Weber, State of Utah, and (ii) certain construction costs relating to tenant improvements to the Office Building and renovation of the Parking Structure, and Beneficiary previously extended to Trustor a construction loan (the "Loan") in the maximum original principal amount of up to NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00), pursuant to a Construction Loan Agreement, dated November 26, 2008, as amended by that certain Loan Modification Agreement dated March 21, 2011 (as amended, the "Loan Agreement"), and evidenced by a Promissory Note dated November 26, 2008, as amended by that certain Note Modification Agreement and Allonge dated March 21, 2011 (as amended, the "Note"). Capitalized terms used herein without definition have the meanings ascribed to them in the Loan Agreement.

B. Trustor's obligations under the Note and other Loan Documents (defined hereafter) are secured by a Deed of Trust, Assignment, Security Agreement and Fixture Filing, dated November 26, 2008, executed by Trustor, as trustor, to U.S. Title Insurance Agency, LLC., as trustee, for the benefit of Beneficiary as Beneficiary, and recorded on November 26, 2008 in the official records of Weber County, Utah as Entry No. 2377591 in the official records of Weber County, Utah, as amended by that certain Amendment to Deed of Trust, Assignment, Security Agreement and Fixture Filing dated March 21, 2011, and recorded on March 21, 2011 as Entry No. 2520045 in the official records of Weber County, Utah (as amended, the "Deed of Trust"). The Deed of Trust encumbers certain real property located in Weber, Utah, as more particularly described in Exhibit A of the Deed of Trust ("Property") and attached as **Exhibit A** hereto.

D. Pursuant to the terms of that certain Loan Modification Agreement dated March 21, 2011 and Note Modification Agreement and Allonge dated March 21, 2011 between Trustor and Beneficiary (the "Modifications"), and in accordance with that certain Loan Extension Agreement made effective as of December 1, 2014, Trustor has requested, and Beneficiary has granted Trustor's request, to exercise the extension option to extend the Maturity Date two (2) years to the Extended Maturity Date.

E. Trustor and Beneficiary desire to enter into this Amendment to amend the Deed of Trust to reflect and incorporate such modifications.

NOW THEREFORE, in consideration of the covenants and conditions contained herein and in the Loan Documents, the parties agree as follows:

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

2. Modifications to Deed of Trust. The Deed of Trust is hereby modified and amended to extend the Maturity Date of the Loan from December 1, 2014 to December 1, 2016 pursuant to the terms of Section 1(c) of that certain Note Modification Agreement and Allonge dated March 21, 2011 between Trustor and Beneficiary.

3. Release and Discharge. Trustor fully, finally, and forever releases and discharges Beneficiary, and its 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 Documents, or the actions or omissions of Beneficiary in respect of the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

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

5. Counterparts. This Amendment 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.

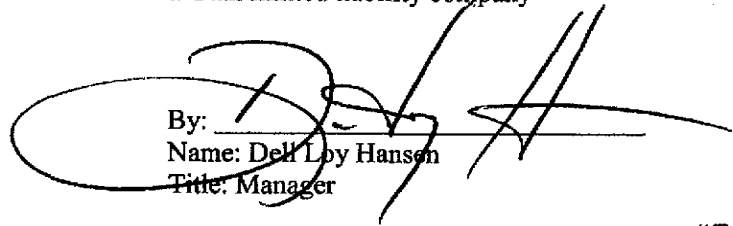
6. Choice of Law. This Amendment shall be governed by the laws of the State of Utah, without giving effect to its conflicts of laws provisions.

7. Binding Effect. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor, Trustee and Beneficiary and their respective successors and assigns.

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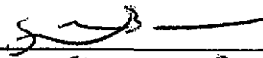
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**OGDEN-WASATCH HOLDINGS, LLC**  
a Utah limited liability company

By:   
Name: Dell Lpy Hanson  
Title: Manager

*"Trustor"*

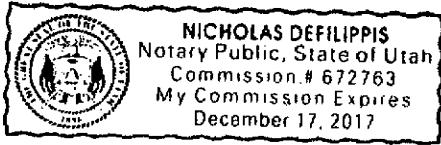
**BANK OF AMERICA, N.A.**  
a national banking association

By:   
Name: Shane M. Berman  
Title: Senior Vice President

*"Beneficiary"*

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

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2014, by Dell Loy Hansen, Manager of **OGDEN-WASATCH HOLDINGS, LLC**, a Utah limited liability company, on behalf of such limited liability company.

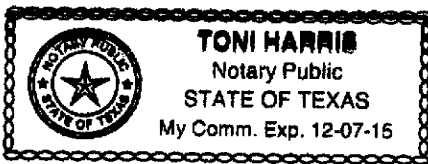


*Nicholas DeFilippis*  
NOTARY PUBLIC  
Residing at Salt Lake City, UT

[seal]

STATE OF Texas )  
 ) :ss.  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of ~~November~~ <sup>December</sup>, 2014, by Shane Bowen, a SVP of **BANK OF AMERICA, N.A.**, a national banking association, on behalf of such national banking association.



*Toni Harris*  
NOTARY PUBLIC  
Residing at Dallas, TX

[seal]

EXHIBIT A

Legal Description

That certain real property owned by Trustor and situated in Weber County, State of Utah and described as follows:

[See Attached Pages.]

**EXHIBIT "A"****Parcel 1:**

Part of Lots 1 and 10, Block 25, Plat A, OGDEN CITY SURVEY: Beginning at a point on the West line of Washington Boulevard, said point being 66.06 feet North 0°58' East along said West line from the Southeast corner of said Lot 1; running thence North 89°06'42" West 84.86 feet along an existing building wall to a building corner; thence North 1°56'53" East 14.75 feet along an existing building wall to a building corner; thence North 88°54'59" West 81.21 feet to the East line of Merchants Alley extended; thence North 0°58' East 144.00 feet along said East line extended and East line; thence South 89°04'22" East 165.82 feet to the West line of Washington Boulevard; thence South 0°58' West 158.92 feet along said West line to the point of beginning.

**Parcel 1A:**

Together with an easement and right-of-way appurtenant to said property for ingress and egress for vehicular and pedestrian traffic over and across the following described property contiguous thereto: Part of Lot 1, Block 25, Plat A, OGDEN CITY SURVEY: Beginning at a point on the East line of Kiesel Avenue, said point being 301.65 feet North 89°02' West and 91.75 feet North 0°58' East from the Southeast corner of said Lot 1; running thence North 0°58' East 24.01 feet along said East line; thence South 87°49'04" East 135.86 feet to the East line of Merchants Alley; thence South 0°58' West 24.01 feet along said East line; thence North 87°49'04" West 135.86 feet along the North line of existing building and building line extended to the point of beginning, as created by that certain Declaration of Easements, Covenants and Restrictions, recorded June 09, 1987 as Entry No. 1014284 in Book 1519 at Page 908 of Official Records.

**Parcel 2:**

Part of Lot 10, Block 25, Plat A, OGDEN CITY SURVEY, Weber County, Utah: Beginning on the West line of Washington Boulevard, said point being 224.98 feet North 0°58' East along the West line of Washington Boulevard from the Southeast corner of Lot 1 of said Block 25, North 89°04'22" West 165.82 feet to the East line of Merchants Alley; thence North 13.86 feet; thence East 34 feet; thence North 10.64 feet; thence South 89°04'22" East 99.86 feet; thence South 6.58 feet; thence East 31.25 feet to the West line of Washington Boulevard; thence South 0°58' West 17.92 feet to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the West.

**Parcel 3:**

Part of Lot 8, Block 25, Plat A, OGDEN CITY SURVEY, Weber County, Utah: Beginning on the East line of Kiesel Avenue and the South line of said Lot 8; running thence East 100 feet, more or less, thence North 66 feet; thence West 100 feet, more or less, thence South 66 feet to beginning.

And part of Lots 9 and 10, Block 25, Plat A, OGDEN CITY SURVEY, Weber County, Utah: Beginning at a point 30 feet East and 85.5 feet South from the Northwest corner of said Lot 10; running thence East 128 feet, more or less, to the center of Merchants Alley; thence

North 58 feet, more or less; thence North  $89^{\circ}04'22''$  West 26 feet, more or less; thence North  $0^{\circ}57'44''$  East 95 feet, more or less, to the West line of vacated Merchants Alley; thence Northerly along said West side to the North line of Lot 9; thence West to the East side of Kiesel Avenue; thence South along said East line 217.5 feet, more or less, to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the East.