

AFTER RECORDING MAIL TO:
BASS, BERRY & SIMS PLC (MSP)
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT
(Lehi Pointe)**

706809 AH

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is executed effective as of the 4th day of November, 2015 (the "Effective Date"), by and between **LEHI POINTE, L.L.C.**, a Utah limited liability company ("Lehi Pointe"), and **SEABOARD DEVELOPMENT, LLC**, a Utah limited liability company ("Seaboard").

WITNESSETH:

WHEREAS, Lehi Pointe and Seaboard are parties to that certain Development Agreement with an Effective Date of December 21, 2012 and recorded at Entry No. 112994:2012, Utah County Recorder, as amended by that certain First Amendment to Development Agreement with an Effective Date of June 19, 2013, by and between Seaboard and Lehi Pointe, and recorded at Entry No. 70515:2013, Utah County Recorder, as further amended by that certain Second Amendment to Development Agreement with an Effective Date of August 20, 2015, by and between Seaboard and Lehi Pointe, and recorded at Entry No. 76200:2015, Utah County Recorder, and as further amended by that certain Third Amendment to Development Agreement with an Effective Date of September 28, 2015, by and among Seaboard, Lehi Pointe and Lehi Pointe MOB, LLC, a Utah limited liability company, and recorded at Entry No. 88681:2015, Utah County Recorder (collectively, the "Agreement"), pursuant to which the parties thereto set forth certain agreements and understandings with respect to the future development of the Seaboard Property and the Lehi Pointe Property, all as more fully described in the Agreement;

WHEREAS, Seaboard and Lehi Pointe have authority to amend the Agreement as set forth in paragraph 15 therein.

WHEREAS, Lehi Pointe has requested that the Agreement be amended in order to delete a portion of the Lehi Pointe Property from the provisions of the Agreement, and Seaboard has agreed to such amendment, all as more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.

2. Recitals Incorporated into the Agreement. All of the foregoing recitals are hereby incorporated into this Amendment.

3. Revision of Description of Lehi Pointe Property. The legal description of the Lehi Pointe Property set forth on Exhibit B to the Agreement is hereby amended by deleting therefrom the following described property:

Beginning at a point in the westerly right of way line of Triumph Boulevard, which point is 2196.47 feet S.89°57'55"E. along the quarter section line and 145.01 feet South from the west quarter corner of said Section 31; and running thence along said westerly right of way line the following two (2) courses and distances: (1) S.02°29'09"E. 143.30 feet to the point of tangency of a curve to the right with a radius of 785.00 feet; (2) thence southerly along said curve with an arc length of 207.35 feet, chord bears S.05°04'52"W. 206.75 feet; thence S.88°37'04"W. 189.69 feet; thence S.58°42'42"W. 102.79 feet, more or less, to the northwesterly right of way line of proposed Ridge Drive, at the point of curvature of a non-tangent curve to the right with a radius of 1322.30 feet; thence along said northwesterly right of way line the following two (2) courses and distances: (1) northwesterly along said curve with an arc length of 298.48 feet, chord bears N.24°37'23"W. 297.84 feet to the point of curvature of a non-tangent curve to the left with a radius of 62.00 feet; (2) thence northerly along said curve with an arc length of 60.91 feet, chord bears N.06°00'34"E. 58.49 feet; thence N.72°17'29"E. 249.78 feet; thence N.89°16'18"E. 169.61 feet to the point of beginning, containing 2.98 acres as generally depicted and identified as "Lehi Frontage Property" on the attached Exhibit A.

Together with the following:

A thirteen (13) foot wide strip of land adjacent to and running the length of both the north and south property boundaries of the above described parcel; and

A parcel of land situate in the West half of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, in Utah County, Utah described as follows:

Beginning at a point in the easterly right of way line of Digital Drive, which point is 353.84 feet N.00°01'35"W. along the section line and 376.10 feet East from the west quarter corner of said Section 31; and running thence N.78°45'49"E. 77.26 feet; thence S.89°59'49"E. 200.09 feet to the point of tangency of a curve to the right with a radius of 1030.00 feet; thence easterly along said curve with an arc length of 515.47 feet, chord bears S.75°39'35"E. 510.11 feet; thence S.61°19'22"E. 295.68 feet to the point of tangency of a curve to the right with a radius of 951.00 feet; thence southeasterly along said curve with an arc length of 434.24 feet, chord bears S.48°14'31"E. 430.47 feet to the point of curvature of a non-tangent curve to the right with a radius of 62.00 feet; thence southeasterly along said curve with an arc length of 139.30 feet, chord bears S.30°12'40"E. 111.79 feet to the point of curvature of a non-tangent curve to the left with a radius of 1322.30 feet; thence southeasterly along said curve with an arc length of 298.48 feet, chord bears S.24°37'23"E. 297.84 feet; thence S.31°05'22"E. 226.50 feet; thence S.39°03'02"E. 47.70 feet to the point of curvature of a non-tangent curve to the right with a radius of 785.00 feet on the northerly right of way line of Triumph Boulevard; thence southwesterly along said curve with an arc length of 61.53 feet, chord bears S.38°11'42"W. 61.52 feet along said northerly right of way line; thence N.39°03'02"W. 65.46 feet; thence N.31°05'22"W. 230.67 feet to the point of tangency of a curve to the right with a radius of 1382.30 feet; thence northwesterly along said curve with an arc length of 303.14 feet, chord bears N.24°48'25"W. 302.53 feet to the point of curvature of a non-tangent

curve to the right with a radius of 62.00 feet; thence northwesterly along said curve with an arc length of 124.26 feet, chord bears N.29°53'39"W. 104.48 feet to the point of curvature of a non-tangent curve to the left with a radius of 891.00 feet; thence northwesterly along said curve with an arc length of 405.13 feet, chord bears N.48°17'48"W. 401.65 feet; thence N.61°19'22"W. 295.68 feet to the point of tangency of a curve to the left with a radius of 970.00 feet; thence westerly along said curve with an arc length of 485.45 feet, chord bears N.75°39'36"W. 480.40 feet; thence N.89°59'49"W. 194.19 feet; thence S.78°45'49"W. 71.36 feet to the point of curvature of a non-tangent curve to the right with a radius of 565.00 feet on said easterly right of way line of Digital Drive; thence northerly along said curve with an arc length of 60.03 feet, chord bears N.11°14'11"W. 60.00 feet along said easterly right of way line to the point of beginning, containing 3.12 acres.

The foregoing property is also depicted and identified on the attached Exhibit A as the "Proposed Ridge Road".

4. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

5. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Agreement shall continue in full force and effect.


[Signature Pages to Follow]

IN WITNESS WHEREOF, each of Lehi Pointe and Seaboard has caused this Amendment to be duly executed the day and year first above written.

LEHI POINTE:

Lehi Pointe, L.L.C., a Utah limited liability company

By: Howland Partners, Inc.
Its Manager

By: 
Name: G. Tyler Howland
Title: President

STATE OF UTAH

COUNTY OF SALT LAKE

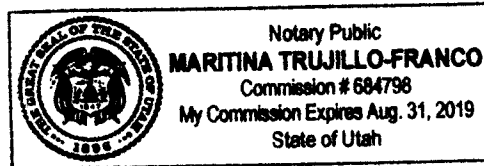
Personally appeared before me, a Notary Public, G. Tyler Howland, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Howland Partners, Inc., a corporation that is the Manager of LEHI POINTE, L.L.C., a Utah limited liability company, and is authorized by the corporation to execute this instrument on behalf of the limited liability company.

Witness my hand this 4th day of November, 2015.


Notary Public

My Commission Expires:

August 31, 2019



SIGNATURE PAGE TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Lehi Pointe)

SEABOARD:

Seaboard Development, LLC, a Utah
limited liability company

By: *William A. Stokes*
Name: William A. Stokes
Title: Vice President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

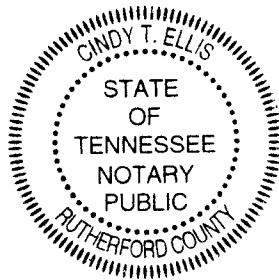
Personally appeared before me, a Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of SEABOARD DEVELOPMENT, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

Witness my hand this 4th day of November, 2015.

Cindy J. Ellis
Notary Public

My Commission Expires:

8-22-16



SIGNATURE PAGE TO FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Seaboard)

