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12/3/2015 1:44:00 PM \$19.00  
Book - 10384 Pg - 6319-6323  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 5 P.

Tax Serial Number:  
15-20-203-013-0000

RECORDATION REQUESTED BY:  
KeyBank National Association  
UT-MM-Central Commercial Banking Center  
36 S. State Street  
Salt Lake City, UT 84136

WHEN RECORDED MAIL TO:  
KeyBank National Association  
Mail Code: OH-01-51-0527  
4910 Tiedeman Road  
Brooklyn, OH 44144

SEND TAX NOTICES TO:  
Scott Machinery Venture, LLC  
3455 West 2100 South  
West Valley City, UT 84119

FOR RECORDER'S USE ONLY

003-5748434 / 5-040954

## MODIFICATION OF DEED OF TRUST



\*5151800419530000060001G202\*

THIS MODIFICATION OF DEED OF TRUST dated November 25, 2015, is made and executed between Scott Machinery Venture, LLC, A Utah Limited Liability Company, whose address is 3455 West 2100 South, West Valley City, UT 84119 ("Trustor") and KeyBank National Association, whose address is UT-MM-Central Commercial Banking Center, 36 S. State Street, Salt Lake City, UT 84136 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 4, 2014 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded December 19, 2014, as Entry No. 11965376 in Book 10286 at Page 5587, records of Salt Lake County, Utah.

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 0000060001

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**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Salt Lake County, State of Utah:

See Schedule A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2245 S. Technology Park Way, West Valley City, UT 84119. The Real Property tax identification number is 15-20-203-013-0000.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

**MAXIMUM LIEN.** The lien of this Deed of Trust shall not exceed at any one time \$760,000.00.

Note. The word "Note" means the promissory note dated November 25, 2015, in the principal amount of \$760,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 25, 2015.**

**TRUSTOR:**

**SCOTT MACHINERY VENTURE, LLC**

By: \_\_\_\_\_

Jeffrey K. Scott, Member of Scott Machinery Venture, LLC

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 0000060001

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LENDER:

KEYBANK NATIONAL ASSOCIATION

X

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

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) SS

COUNTY OF Salt Lake

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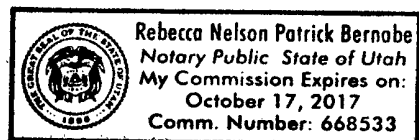
On this 1<sup>st</sup> day of December, 20 15, before me, the undersigned Notary Public, personally appeared **Jeffrey K. Scott, Member of Scott Machinery Venture, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

Residing at Salt Lake City

Notary Public in and for the State of Utah

My commission expires 10-17-2017



MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

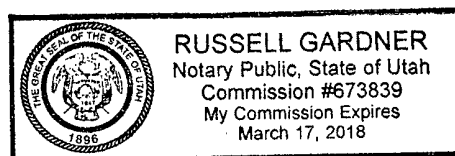
STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 1<sup>st</sup> day of December, 20 15, before me, the undersigned Notary Public, personally appeared John Shane and known to me to be the authorized officer, authorized agent for **KeyBank National Association** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **KeyBank National Association**, duly authorized by **KeyBank National Association** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **KeyBank National Association**.

By [Signature]  
Notary Public in and for the State of Utah

Residing at MURRAY UT  
My commission expires 3/17/18

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UT D:\APPLICATIONS\LPRO\CFI\LPL\G202.FC TR-251993 PR-3



**EXHIBIT "A "**

Escrow No. **023-5748434 (CP)**

A.P.N.: **15-20-203-013-0000**

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT NORTH 89°43'44" EAST 1325.60 FEET ALONG THE SECTION LINE, SOUTH 50.00 FEET AND SOUTH 0°04'45" EAST 482.33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°04'45" EAST 537.03 FEET; THENCE WEST 165.58 FEET; THENCE NORTH 45°00'00" WEST 374.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TECHNOLOGY PARK WAY (3445 WEST STREET); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: THENCE NORTH 45°00'00" EAST 45.31 FEET TO A POINT OF A 120.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 94.25 FEET THROUGH A CENTRAL ANGLE OF 45°00'00" TO A POINT OF TANGENCY; THENCE NORTH 153.98 FEET; THENCE NORTH 89°43'44" EAST 362.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO WEST VALLEY CITY, AS DISCLOSED BY WARRANTY DEED RECORDED FEBRUARY 29, 2012 AS ENTRY NO. 11341459 IN BOOK 9995 AT PAGE 3769 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF TECHNOLOGY PARK WAY (3455 WEST), ACCORDING TO THE OFFICIAL PLAT ENTITLED, "DEDICATION PLAT OF TECHNOLOGY DRIVE, 2400 SOUTH STREET & TECHNOLOGY PARK WAY" RECORDED IN BOOK 89-5 AT PAGE 45 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING 964.16 FEET NORTH 89°43'44" EAST ALONG THE SECTION LINE AND 80.34 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 20; AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A 30.48 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.71 FEET (CENTRAL ANGLE EQUALS 33°17'03" AND LONG CHORD BEARS NORTH 16°38'32" EAST 17.46 FEET) ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE SOUTH 622.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 98.17 FEET (CENTRAL ANGLE EQUALS 45°00'00" AND LONG CHORD BEARS SOUTH 22°30'00" WEST 95.67 FEET); THENCE SOUTH 45°00'00" WEST 43.31 FEET TO THE SOUTHWESTERLY BOUNDARY OF GRANTOR'S PROPERTY; THENCE NORTH 45°00'00" WEST 5.00 FEET ALONG SAID SOUTHWESTERLY BOUNDARY TO THE EASTERLY RIGHT-OF-WAY OF TECHNOLOGY PARK WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 45°00'00" EAST 43.31 FEET TO A POINT OF CURVATURE, (2) NORTHEASTERLY ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 94.25 FEET (CENTRAL ANGLE EQUALS 45°00'00" AND LONG CHORD BEARS NORTH 22°30'00" EAST 91.84 FEET), AND NORTH 605.98 FEET TO THE POINT OF BEGINNING.