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Book - 10710 Pg - 2024-2033
ADAM GARDINER
Recorder, Salt Lake County, UT
ASPEN TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 10 P.

Tax Serial Number:
15-31-226-031-0000

RECORDATION REQUESTED BY:
ZB, N.A. dba Zions First National Bank
Dealer Admin. & Flooring Center
2452 South 3400 West
West Valley City, UT 84119

WHEN RECORDED MAIL TO:
ZB, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

S 24597

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS**

THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS dated August 15, 2018, is made and executed between GARFF PROPERTIES-WVC, LLC, whose address is 111 E. Broadway, Suite 900, Salt Lake City, UT 84111; and Garff Properties-ALN, LLC, whose address is 111 E. Broadway, Suite 900, Salt Lake City, UT 84111 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Dealer Admin. & Flooring Center, 2452 South 3400 West, West Valley City, UT 84119 ("Lender").

DEED OF TRUST and ASSIGNMENT OF RENTS. Lender and Trustor have entered into a Deed of Trust dated May 21, 2018 (the "Deed of Trust") and an Assignment of Rents dated May 21, 2018 ("Assignment of Rents") which have been recorded in Salt Lake County, State of Utah, as follows:

Deed of Trust recorded June 1, 2018 as Entry No. 12782897; and Assignment of Rents recorded June 1, 2018 as Entry No. 12782898.

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

See the exhibit or other description document 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 4091 W 3500 S, West Valley City, UT 84120. The Real Property tax identification number is 15-31-226-031-0000.

MODIFICATION OF DEED OF TRUST. Lender and Trustor hereby modify the Deed of Trust as follows:

1) The following paragraph on page 1 of the Deed of Trust is hereby deleted in its entirety:

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE

FOLLOWING TERMS:

2) In place of the foregoing deleted paragraph, the following shall be inserted into the Deed of Trust:

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS, AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE HEDGING TRANSACTION DOCUMENTS, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

3) The section in the Deed of Trust entitled "**Cross-Collateralization**" is deleted in its entirety and replaced with the following subsection:

CROSS-COLLATERALIZATION. In addition to the Note and the Hedging Transaction, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Hedging Transactions, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

4) The section in the Deed of Trust entitled "**Payment and Performance**" is deleted in its entirety and replaced with the following subsection:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, the Hedging Transaction Documents, this Deed of Trust, and the Related Documents.

5) The section in the Deed of Trust entitled "**Imposition of Taxes, Fees and Charges by Governmental Authorities**", subsection "**Taxes**" is deleted in its entirety and replaced with the following subsection:

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note or assignee of Lender's interest in the Hedging Transaction; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

6) The section in the Deed of Trust entitled "**Further Assurances; Attorney-in-Fact**" subsection "**Further Assurances**" is deleted in its entirety and replaced with the following subsection:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations

under the Note, the Hedging Transaction Documents, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

7) The section in the Deed of Trust entitled "Events of Default" subsection "Compliance Default" is deleted in its entirety and replaced with the following subsection:

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note, the Hedging Transaction Documents or in any of the Related Documents.

8) The section in the Deed of Trust entitled "Rights and Remedies on Default" subsection "Other Remedies" is deleted in its entirety and replaced with the following subsection:

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust, the Note, the Hedging Transaction Documents, or available at law or in equity.

MODIFICATION OF ASSIGNMENT OF RENTS. Lender and Grantor hereby modify the Assignment of Rents as follows:

1) The following paragraph on page 2 of the Assignment of Rents is hereby deleted in its entirety:

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

2) In place of the foregoing deleted paragraph, the following shall be inserted into the Assignment of Rents:

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, THE HEDGING TRANSACTION DOCUMENTS, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

3) The section in the Assignment of Rents entitled "Cross-Collateralization" is deleted in its entirety and replaced with the following subsection:

CROSS-COLLATERALIZATION. In addition to the Note and the Hedging Transaction, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note or the Hedging Transactions, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

4) The section in the Assignment of Rents entitled "Full Performance" is deleted in its entirety and replaced with the following subsection:

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, the Hedging Transaction Documents and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

5) The section in the Assignment of Rents entitled "**Rights and Remedies on Default**" subsection "**Other Remedies**" is deleted in its entirety and replaced with the following subsection:

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment, the Note, the Hedging Transaction Documents or by law.

MODIFICATION OF DEED OF TRUST, and ASSIGNMENT OF RENTS. Lender and Trustor/Grantor hereby modify the Deed of Trust and Assignment of Rents as follows:

1) The sections in the Deed of Trust and Assignment of Rents entitled "**Definitions**" subsection "**Guaranty**," "**Related Documents**" and "**Indebtedness**" are deleted in their entirety and replaced with the following definitions:

Guaranty. The word "Guaranty" means the guaranty from Guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note and/or the Hedging Transaction.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, interest rate hedging transaction agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

The word "Indebtedness" also includes any and all obligations of GO LABS-UT, LLC to Lender arising under or in connection with any Hedging Transaction, including without limitation the interest rate hedging transactions entered into pursuant to the Hedging Transaction Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for any of the foregoing. Notwithstanding anything to the contrary in this Agreement, no Trustor or Grantor shall be deemed to have guaranteed, become jointly and severally obligated for or to have pledged assets in support of a "swap," as defined in Section 1a(47) of the Commodity Exchange Act ("CEA"), entered into on or after October 12, 2012, if at the time that swap is entered into, such Trustor or Grantor is not an "eligible contract participant" as defined in Section 1a(18) of the CEA.

2) The following new definitions for "**Hedging Transaction Documents**" and "**Hedging Transaction**" are inserted immediately after the section entitled "**Definitions**" subsection "**Hazardous Substances**" as follows:

Hedging Transaction Documents. The words "Hedging Transaction Documents" mean and include any ISDA Master Agreement and Schedule thereto between GO LABS-UT, LLC and Lender, and all Confirmations (as such term is defined in such ISDA Master Agreement) between GO LABS-UT, LLC and Lender, executed in connection with any Hedging Transactions entered into between GO LABS-UT, LLC and Lender, now or in the future, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for any of the foregoing.

Hedging Transaction. The words "Hedging Transaction" mean and include any transaction now existing or hereafter entered into between GO LABS-UT, LLC and Lender which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index

swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, including without limitation the interest rate hedging transactions entered into pursuant to the Hedging Transaction Documents.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust, and Assignment of Rents 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 or Assignment of Rents 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 or Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust, and Assignment of Rents 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 or Assignment of Rents 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.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST AND ASSIGNMENT OF RENTS IS DATED AUGUST 15, 2018.

TRUSTOR:

GARFF PROPERTIES-WVC, LLC

By: Matthew B. Garff
Matthew B. Garff, Manager of Garff Properties-WVC, LLC

By: John K. Garff
John K. Garff, Manager of Garff Properties-WVC, LLC

GARFF PROPERTIES-ALN, LLC

By: Matthew B. Garff
Matthew B. Garff, Manager of Garff Properties-ALN, LLC

By: John K. Garff
John K. Garff, Manager of Garff Properties-ALN, LLC

LENDER:

ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

X Thomas Vollbrecht
Authorized Officer Thomas Vollbrecht

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah

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) SS
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COUNTY OF Salt Lake

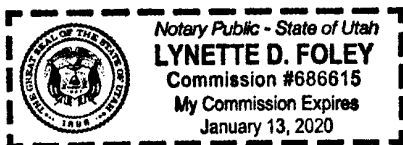
On this 30 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **Matthew B. Garff, Manager of Garff Properties-WVC, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and Assignment of Rents 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: Lynette D. Foley

Residing at Salt Lake City, UT

Notary Public in and for the State of Utah

My commission expires 1-13-2020



of _____

expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah _____)

)

) SS

COUNTY OF Salt Lake _____)

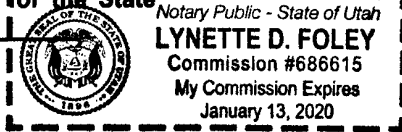
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On this 30 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **John K. Garff, Manager of Garff Properties-WVC, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and Assignment of Rents 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 Lynette D. Foley

Residing at Salt Lake City UT

Notary Public in and for the State of Utah



My commission expires 1-13-2020

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah _____)

)

) SS

COUNTY OF Salt Lake _____)

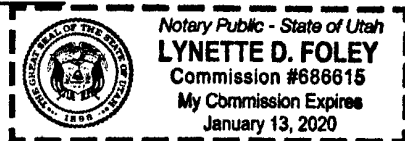
)

On this 30 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **Matthew B. Garff, Manager of Garff Properties-ALN, 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 Assignment of Rents 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 Lynette D. Foley

Residing at Salt Lake City UT

Notary Public in and for the State of Utah



My commission expires 1-13-2020

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 30 day of August, 20 18, before me, the undersigned Notary Public, personally appeared **John K. Garff, Manager of Garff Properties-ALN, 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 Assignment of Rents 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 Lynette D. Foley Residing at Salt Lake City UT

Notary Public in and for the State of Utah My commission expires 1-13-2020
Notary Public - State of Utah
LYNETTE D. FOLEY
Commission #686615
My Commission Expires
January 13, 2020



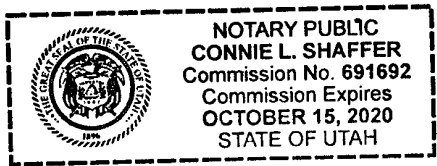
LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 31st day of August, 20 18, before me, the undersigned Notary Public, personally appeared Thomas Valtrecht and known to me to be the Vice President, authorized agent for **ZB, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ZB, N.A. dba Zions First National Bank**, duly authorized by **ZB, N.A. dba Zions First National Bank** 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 **ZB, N.A. dba Zions First National Bank**.

By Connie L. Shaffer Residing at Salt Lake City County

Notary Public in and for the State of Utah My commission expires Oct. 15, 2020



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UT C:\COMML\CF\NLPL\G202.FC TR-210147 PR-OORE (M)

ORDER NUMBER: S24597

EXHIBIT "A"

LOT 1A, GARFF-DAY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.