

AFTER RECORDATION RETURN TO:

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ADAM GARDINER

Recorder, Salt Lake County, UT

FIRST AMERICAN NCS

BY: eCASH, DEPUTY - EF 6 P.

FIRST AMENDMENT TO CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Amendment*") is made effective as of November 30, 2018, by **SANDY TECH CENTER ONE, LLC**, a Utah limited liability company, whose mailing address is 9090 S. Sandy Parkway, Sandy, Utah 84070 ("*Trustor*"), to FIRST AMERICAN TITLE INSURANCE COMPANY as trustee ("*Trustee*"), for the benefit of **ZIONS BANCORPORATION, N.A. dba ZIONS FIRST NATIONAL BANK** (as successor-in-interest by merger to **ZB, N.A. dba ZIONS FIRST NATIONAL BANK**), whose mailing address is One South Main, Suite 400, Salt Lake City, Utah 84133, as beneficiary and secured party ("*Beneficiary*").

RECITALS:

A. Beneficiary and Trustor are parties to that certain Construction Loan Agreement dated as of April 22, 2016 (as amended, modified, extended and renewed from time to time, the "*Loan Agreement*") pursuant to which Beneficiary made a term loan to Trustor in the original maximum principal amount of EIGHT MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,850,000.00) (the "*Loan*"). All capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Loan Agreement.

B. The Loan is further evidenced by (i) that certain Secured Promissory Note dated April 22, 2016 made by Trustor for the benefit of Beneficiary in the original principal amount of \$8,850,000.00 (as the same may be amended, modified, extended, renewed, restated or supplemented from time to time, the "*Note*").

C. The obligations of Trustor under the Loan Agreement and Note are secured by, among other documents, instruments and agreements, that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Trustor to Trustee, and for the benefit of Beneficiary, recorded on April 25, 2016 as Instrument No. 12266557, in the official records of Salt Lake County, Utah (the "*Deed of Trust*"), and covering certain real property located in the City of Sandy, County of Salt Lake, State of Utah, and more fully described in **Exhibit A** to the Deed of Trust.

D. Pursuant to that certain Second Loan and Note Modification Agreement of even date herewith (the "*Modification*"), Trustor and Beneficiary have agreed to modify and amend the Loan Agreement, Note and other Loan Documents.

E. Concurrently with the modification of the Loan and Loan Documents pursuant to the Modification, Trustor and Beneficiary desire to amend the Deed of Trust, as more particularly set forth herein.

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is

acknowledged, Trustor and Beneficiary agree as follows:

1. Accuracy of Recitals. Trustor acknowledges the accuracy of the Recitals above.
2. Notice of Modification; Modification of Deed of Trust
 - (a) Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification.
 - (b) Obligations Secured. **Subparagraph (c)** of the "Obligations" section of the Deed of Trust is hereby amended and restated in its entirety as follows:

"(c) any and all obligations contingent or otherwise, whether now existing or hereafter arising, of Trustor to Beneficiary in connection with any Swap Agreement or Swap Transaction (as such terms are defined in the Loan Agreement)."

(c) The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification.

3. Ratifications and Affirmation. Except as expressly modified by this Amendment, the Deed of Trust is hereby ratified and confirmed and shall continue in full force and effect and unchanged, and shall continue to be legal, valid, binding and enforceable in accordance with its terms. Without limiting the generality of the foregoing sentence, Trustor hereby acknowledges and agrees that any and all rights, titles, interests and liens securing the repayment of the Loan are hereby reaffirmed, renewed and extended.

4. Release of Beneficiary. As a material inducement for Beneficiary to enter into this Amendment, Trustor and its successors and assigns forever waive, release, acquit and discharge Beneficiary and its shareholders, officers, directors, affiliates, attorneys, agents and representatives of and from any and all liabilities, claims, action, demands, defenses and/or causes of action of whatsoever nature, whether known or unknown, whether asserted or unasserted and whether arising under or pursuant to common or statutory laws, rules or regulation (including state and/or federal law), which Trustor may have against any of the foregoing on account of any matter relating in any way to the Loan, Loan Agreement or other Loan Documents and the transactions contemplated thereby up to the date of this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which is an original, but all of which constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.

6. Choice of Law. THIS AMENDMENT, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND PURSUANT TO THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

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

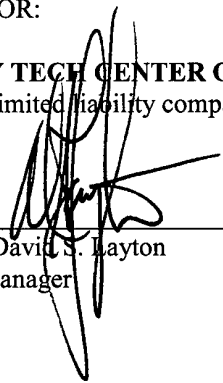
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The parties have executed this Amendment as of the day and year first above written.

TRUSTOR:

SANDY TECH CENTER ONE, LLC
a Utah limited liability company

By: _____
Name: David S. Layton
Title: Manager



State of Utah

ss.

County of Salt Lake

On this 19 day of November, in the year 2018, before me Melissa Wilson, a notary public, personally appeared DAVID S. LAYTON, an individual, a manager of SANDY TECH CENTER ONE, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.


(Notary Seal)



Melissa Wilson
Notary Signature

BENEFICIARY:

ZIONS BANCORPORATION, N.A., dba ZIONS FIRST NATIONAL BANK

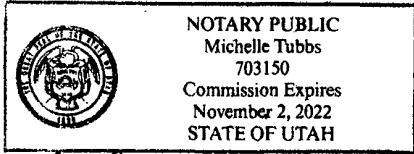
By: 
Name: Jeffrey Holt
Title: Senior Vice President

State of Utah

County of Salt Lake ss.

On this 30 day of November, in the year 2018, before me Michelle Tubbs, a notary public, personally appeared JEFFREY HOLT, an individual, a senior vice president of ZIONS BANCORPORATION, N.A., dba ZIONS FIRST NATIONAL BANK, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)




Notary Signature

EXHIBIT A

PROPERTY DESCRIPTION

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

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF MONROE STREET (155 WEST) SAID POINT BEING NORTH 89°59'19" WEST 1371.33 FEET (1370.66 FEET, DEED) AND SOUTH 0°02'37" EAST 55.41 FEET (56.31 FEET, DEED) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°02'37" EAST 459.16 FEET ALONG THE WEST LINE OF SAID MONROE STREET; THENCE SOUTHWESTERLY 112.69 FEET ALONG THE ARC OF A 263.19 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 81°01'58" WEST AND THE LONG CHORD BEARS SOUTH 21°14'00" WEST 111.83 FEET WITH A CENTRAL ANGLE OF 24°31'56") ALONG THE WEST LINE OF SAID MONROE STREET; THENCE WEST 809.66 FEET TO THE EAST LINE OF 255 WEST STREET; THENCE NORTH 0°04'57" WEST 56.00 FEET; THENCE EAST 285.78 FEET; THENCE NORTH 0°00'51" WEST 6.80 FEET; THENCE WEST 0.60 FEET; THENCE NORTH 0°00'51" WEST 210.82 FEET; THENCE EAST 0.60 FEET; THENCE NORTH 0°00'51" WEST 326.20 FEET; THENCE SOUTH 89°59'19" EAST 39.49 FEET; THENCE NORTH 00°00'41" EAST 20.00 FEET; THENCE NORTH 60°45'46" EAST 74.11 FEET TO THE SOUTH LINE OF 9000 SOUTH STREET; THENCE NORTHEASTERLY 59.51 FEET ALONG THE ARC OF A 6622.21 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 2°20'59" WEST AND THE LONG CHORD BEARS NORTH 87°23'34" EAST 59.51 FEET WITH A CENTRAL ANGLE OF 0°30'54") WITH THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH 85°42'08" EAST 90.88 FEET ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTHEASTERLY 182.95 FEET ALONG THE ARC OF A 6505.91 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 4°17'52" EAST AND THE LONG CHORD BEARS NORTH 86°30'28" EAST 182.94 FEET WITH A CENTRAL ANGLE OF 1°36'40") ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE SOUTH 113.27 FEET; THENCE EAST 127.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 26, 2008 AS ENTRY NO. 10464969 IN BOOK 9621 AT PAGE 4020 OF OFFICIAL RECORDS, BEING A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING HIGHWAY STATE ROUTE 209 WHICH CORNER IS 1,370.65 FEET (1371.33 FEET AND 1370.66 FEET BY RECORD) NORTH 89°59'19" WEST AND 56.56 FEET (55.41 FEET AND 56.31 FEET BY RECORD) SOUTH 00°02'37" EAST AND 127.41 FEET NORTH 89°59'59" WEST, (WEST BY RECORD) AND 113.27 FEET NORTH 00°00'01" WEST (NORTH BY RECORD) FROM THE EAST QUARTER CORNER OF SAID SECTION 1 SAID CORNER IS ALSO APPROXIMATELY 58.78 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE ENGINEER STATION -1+92.63; AND RUNNING THENCE SOUTH 00°00'01" EAST (SOUTH BY RECORD) 9.20 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 67.94 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 88°00'04" WEST 7.27 FEET TO A POINT 68.15 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -1+99.95; THENCE SOUTH 86°45'38" WEST, 67.25 FEET TO A POINT 70.72 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -2+68.02; THENCE NORTH 86°28'42" WEST 74.39 FEET TO THE BEGINNING OF A NON-TANGENT

6505.91 FEET RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS SOUTH 03°59'52" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 148.91 FEET THROUGH A DELTA OF 01°18'41" (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°39'29" EAST FOR A DISTANCE OF 148.90 FEET) TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

PARCEL 2:

EASEMENTS AND RIGHTS OF WAY FOR THE BENEFIT OF THE PROPERTY AS CREATED AND GRANTED BY THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 09, 1975 AND RECORDED DECEMBER 19, 1975 AS ENTRY NO. 2771029 IN BOOK 4059 AT PAGE 384 OF THE OFFICIAL RECORDS, AND THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS DATED NOVEMBER 09, 1975 AND RECORDED DECEMBER 19, 1975 AS ENTRY NO. 2771030 IN BOOK 4059 AT PAGE 412 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH, AS AMENDED BY THAT FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS, DATED FEBRUARY 29, 2016, RECORDED MARCH 3, 2016 AS ENTRY NO. 12233427 IN BOOK 10408 AT PAGE 1684 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH.