

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Regional Private Markets Group (AU #1074)
299 South Main Street, 6th Floor
Salt Lake City, Utah 84111

Attn: Lauri Parent
Loan #: 1015066

13330352
7/16/2020 11:32:00 AM \$40.00
Book - 10980 Pg - 3781-3787
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 7 P.

APN: 16-32-352-013; 16-32-352-068; 16-32-352-067; 16-32-352-066.

FIRST AMENDMENT TO SECURITY INSTRUMENT

FIRST AMERICAN TITLE
NCS 10144810-1

NAME AND ADDRESS OF GRANTOR(S):	Camelot Lakes Woodlands, LLC 595 South Riverwoods Parkway, Suite 400 Logan, UT 84321 Attention: Dell Loy Hansen
NAME AND ADDRESS OF BORROWER(S):	Camelot Lakes Woodlands, LLC 595 South Riverwoods Parkway, Suite 400 Logan, UT 84321 Attention: Dell Loy Hansen
NAME AND ADDRESS OF LENDER:	Wells Fargo Bank, National Association Regional Private Markets Group (AU #1074) 299 South Main Street, 6 th Floor Salt Lake City, UT 84111 Attention: J. Brian Duerden Loan #: 1015066 And: Wells Fargo Bank, National Association Minneapolis Loan Center 608 2nd Avenue South, 11th Floor Minneapolis, Minnesota 55402 Attn: Kyle Schwanke Loan No. 1015066
NAME AND ADDRESS OF TRUSTEE:	Landmark Title Company 675 East 2100 South, Suite 200 Salt Lake City, Utah 84106
ABBREVIATED LEGAL DESCRIPTION:	See legal description on <u>Exhibit A</u> of this document.

THIS FIRST AMENDMENT TO SECURITY INSTRUMENT ("**Agreement**") is entered into as of July 16, 2020, by and between **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking

association (collectively with its successors or assigns, "**Lender**"), and **CAMELOT LAKES WOODLANDS, LLC**, a Utah limited liability company ("**Grantor**").

RECITALS

- A.** Pursuant to the terms of that certain Term Loan Agreement by and between Borrower and Lender dated September 25, 2015 (as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Borrower in the original principal amount of TWELVE MILLION AND NO/100 (\$12,000,000.00) ("**Loan**"). The Loan is evidenced by that certain Secured Promissory Note dated September 25, 2015, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, "**Note**") and is further evidenced and secured by certain other documents described in the Loan Agreement as Loan Documents.
- B.** The Note is secured by, among other things, a Deed of Trust dated September 25, 2015, executed by Borrower, as Grantor, in favor of Landmark Title Company, as Trustee, for the benefit of Lender, as Beneficiary, and recorded September 29, 2015, as Instrument No. 12140889 of the County Recording Office of Salt Lake County, Utah (as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**") encumbering real property described more particularly in **Exhibit A** herein. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "**Property**".
- C.** Borrower and Lender have entered or will enter into that certain Modification Agreement dated of even date herewith ("**Modification Agreement**"), modifying the Loan Documents as set forth therein.
- D.** All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Grantor and Lender agree as follows:

1. **NOTICE OF AMENDMENT.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:
 - (a) Notice is hereby given that the Loan Agreement, Note, Security Instrument and other Loan Documents have been amended and modified pursuant to the Modification.
 - (b) The Security Instrument is hereby modified and amended to the extent necessary to be consistent with the Modification Agreement.
2. **NOT A NOVATION.** The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Security Instrument against the Property and all assets and properties described in the Security Instrument shall continue unabrogated and in full force and effect.
3. **RATIFICATION OF SECURITY INSTRUMENT.** As amended by this Agreement, the Security Instrument is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Security Instrument and supersedes all prior representations, warranties, agreements and understandings. The Security Instrument as modified herein shall be binding upon and inure to the benefit of Grantor and Lender, and their respective successors and assigns. No provision of this Agreement may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.

4. **RELEASE AND DISCHARGE.** Grantor fully, finally, and forever releases and discharges Lender, and its respective 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 Grantor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Lender in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Agreement.
5. **MISCELLANEOUS.** Except for the amendments above stated, all of the conditions and covenants of the Security Instrument shall remain in full force effect, unchanged, and the Security Instrument is in all respects ratified, confirmed and approved. All of the terms and conditions of the Security Instrument are incorporated herein by reference.
6. **COUNTERPARTS.** This Agreement 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. Signature pages may be removed from separate counterparts to form a single document.
7. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
8. **BINDING EFFECT.** The Security Instrument as modified herein shall be binding upon and inure to the benefit of, Borrower, Grantor and Lender and their respective successors and assigns.

Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Lender have caused this document to be duly executed as of the date first above written.

"GRANTOR"

CAMELOT LAKES WOODLANDS, LLC
a Utah limited liability company

By: [Signature]
Name: Dell Loy Hansen
Title: Manager

State of Utah

ss.

County of CACHE

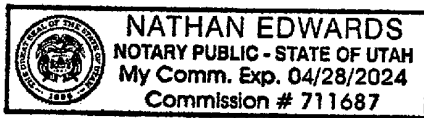
On this 13th day of July, 2020, before me NATHAN EDWARDS, a Notary Public for the State of Utah, personally appeared Dell Loy Hansen, the Manager of CAMELOT LAKES WOODLANDS, LLC, a Utah limited liability company, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate first above written.

[Signature]
Notary Signature

Printed Name: NATHAN EDWARDS
My commission expires: 4/28/24

[Seal]



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association

By: *J. Brian Duerden*
Name: J. Brian Duerden
Title: Vice President

State of Utah

ss.

County of Salt Lake

On this 9th day of July, in the year 2020, before me LORI NEWBY, a notary public, personally appeared J. Brian Duerden, a Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, 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)

Lori Newby
Notary Signature

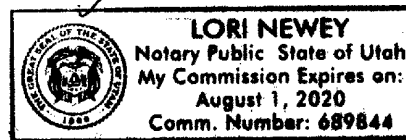


EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to First Amendment to Security Instrument between CAMELOT LAKES WOODLANDS, LLC, a Utah limited liability company, as Grantor and WELLS FARGO BANK, NATIONAL ASSOCIATION, collectively with its successors or assigns, as Lender, dated as of July 16, 2020.

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

Beginning at the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 0°14'13" East along the East line of 700 East Street 220.97 feet; thence South 89°57'56" East 150.00 feet; thence North 0°13'23" East 65.00 feet; thence South 89°57'38" East 110.00 feet; thence South 0°02'22" West 208.635 feet to a point on a curve to the left, the radius point of which bears South 15°30'15" East 622.03 feet; thence Southwesterly along the arc of said curve 189.008 feet; thence North 89°58'24" West 89.30 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-011, Tax Parcel No. 16-32-352-012, and Part of Tax Parcel No. 16-32-352-013]

PARCEL 2:

Beginning at a point North 0°14'13" East along the East line of 700 East Street 220.97 feet and South 89°51'36" East 150.00 feet and North 0°13'23" East 65.00 feet and South 89°57'38" East 110.00 feet from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence South 89°57'38" East 285.26 feet; thence South 0°11'14" West 17.30 feet; thence South 85°34'00" East 220.80 feet; thence South 0°09'59" West 251.59 feet to the Southeast corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being on a curve to the left, the radius point of which bears South 32°58'02" West 622.03 feet; thence Westerly along the arc of said curve 526.228 feet; thence North 0°02'22" East 208.635 feet to the point of beginning.

[FOR REFERENCE ONLY: Part of Tax Parcel No. 16-32-352-013]

PARCEL 3:

Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-068]

Exhibit A

PARCEL 4:

Beginning 221 feet North from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence East 150 feet; thence North 65.58 feet; thence West 150 feet; thence South 65.58 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-067]

PARCEL 5:

Beginning 187.1 feet South from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence South 100 feet; thence East 282.67 feet; thence North 1°22' West 100 feet, more or less, to a point due East from the point of beginning; thence West 280 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING: Beginning on the East line of 700 East Street at a point which is South 0°14'13" West 187.10 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also lying South 0°14'13" West 220.10 feet and South 89°45'47" East 33.00 feet from the Salt Lake County Brasscap Monument at the intersection of 700 East and 3900 South Streets; and running thence South 89°57'58" East 201.00 feet to the Southeast corner of a parcel of land described in a Warranty Deed recorded as Entry No. 3908986, in Book 5534, at Page 353 in the office of the Salt Lake County Recorder; thence South 0°14'13" West 65.00 feet; thence North 89°57'58" West 201.00 feet to said East line; thence along said East line North 0°14'13" East 65.00 feet to the point of beginning.

[FOR REFERENCE ONLY: Tax Parcel 16-32-352-066]

PARCEL 6:

The non-exclusive easements, that may be appurtenant to PARCELS 1 THROUGH 5 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.