

123576-DTF

WHEN RECORDED MAIL TO:

Kilpatrick Townsend & Stockton LLP
2001 Ross Avenue, Suite 4400
Dallas, TX 75201
Attn: Carol Rennesund

CROSS REFERENCE:

Deed of Trust, Assignment of Leases and Rents and
Security Agreement recorded as Entry 19735:2018 with
the Utah County Recorder

CANYON PARK OWNER II, LLC and CANYON PARK BUILDING S TRS, LLC,
each a Delaware limited liability company, as trustor
(Trustor)

and

ACORE CAPITAL MORTGAGE, LP,
a Delaware limited partnership, in its capacity as Administrative Agent for and on behalf of the
Lenders, as beneficiary

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT**

Dated: as of March 10, 2020

Property Location:

Canyon Park Technology Center
1501 North Technology Way, Orem, Utah 84097

Tax Parcel ID Nos.: 53:229:0001; 53:229:0002; 53:229:0003; 53:229:0004; 53:229:0005;
53:229:0006; 53:229:0007; 53:229:0008; 53:229:0009; 53:229:0010; 53:229:0012;
53:229:0013; and 53:229:0014

**FIRST AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT**

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this “**Amendment**”) is made as of March 10, 2020 (the “**Effective Date**”), by and between **CANYON PARK OWNER II, LLC** and **CANYON PARK BUILDING S TRS, LLC**, each a Delaware limited liability company, each having its principal place of business at c/o Cerberus Real Estate Capital Management, LLC, 875 Third Avenue, 12th Floor, New York, NY 10022, as trustor (individually and/or collectively as the context may require, together with their permitted successors and assigns, “**Trustor**”), and **ACORE CAPITAL MORTGAGE, LP**, a Delaware limited partnership, in its capacity as Administrative Agent (as defined in the Loan Agreement (defined below)) for and on behalf of the Lenders (as defined in the Loan Agreement, having its principal place of business at 80 E. Sir Francis Drake Blvd., Suite 2A, Larkspur, California 94939, as beneficiary (together with its successors and/or assigns, “**Beneficiary**”).

R E C I T A L S:

A. Canyon Park Owner II, LLC and Canyon Park Building W TRS, LLC, each a Delaware limited liability company, collectively, as trustor, executed and delivered to Cottonwood Title Insurance Agency, Inc., as trustee, for the benefit of Beneficiary that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of February 28, 2018, recorded as Entry 19735:2018 in the Official Records of the Utah County Recorder, as amended, modified, and affected by (i) that certain Memorandum of Joinder, Assumption and Reaffirmation Agreement recorded on February 11, 2019, as Entry No. 11181:2019 with the Utah County Recorder, pursuant to which, among other things, Canyon Park Building S TRS, LLC, a Delaware limited liability company, as the Additional Borrower thereunder, assumed and joined on to certain of the obligations of Borrower under said Deed of Trust, Assignment of Leases and Rents and Security Agreement and the other Loan Documents upon the terms and conditions set forth in the Assumption Agreement (as defined in said Memorandum of Joinder, Assumption and Reaffirmation Agreement), and (ii) that certain Partial Reconveyance recorded on April 8, 2019, as Entry 28745:2019 with the Utah County Recorder (collectively, as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”), which secures and otherwise encumbers the Property (as defined therein), including the real property more particularly described on Exhibit A attached hereto.

B. Pursuant to that certain First Amendment to Mortgage Loan Agreement and Other Mortgage Loan Documents dated concurrently herewith (the “**First Amendment to Loan Documents**”), Trustor, Delphi CRE Funding LLC, a Delaware limited liability company, in its capacity as the Initial Lender, Lenders and Beneficiary have agreed to modify and amend the Loan Documents in order to, among other things, increase the amount of the Loan and to extend the Scheduled Maturity Date.

C. Lenders and Beneficiary are not willing to execute and deliver the First Amendment to Loan Documents to Trustor unless Trustor executes and delivers this Amendment to Beneficiary.

NOW, THEREFORE, as an inducement to Lenders and Beneficiary to execute and deliver the First Amendment to Loan Documents to Trustor , and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree as follows:

1. Incorporation of Recitals; Additional Document; Defined Terms. The foregoing recitals are an integral part of this Amendment and are hereby incorporated herein by this reference as a substantive, contractual part of this Amendment. Any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement; additionally, the words “including” and “includes,” and words of similar import, shall be deemed to be followed by the phrase “without limitation”, and the words “hereof” and “hereunder,” and words of similar import, shall be deemed to refer to this Amendment as a whole and not to the specific section or provision where such word appears. This Amendment shall be an additional Loan Document.

2. Modification. As set forth in, and subject to, the First Amendment to Loan Documents, among other modifications and amendments set forth therein, (i) the amount of the Loan has been increased to Sixty Three Million Eight Hundred Eighteen Thousand Four Hundred Sixty Seven and 05/100 Dollars (\$63,818,467.05) and (ii) the Scheduled Maturity Date has been extended to the Payment Date in February 2023 (i.e., February 8, 2023), subject to earlier acceleration and to the terms and provisions of the Loan Documents.

3 Incorporation of Loan Documents. All of the terms and conditions of the Security Instrument, the First Amendment to Loan Documents, and the other Loan Documents are hereby incorporated herein by reference in the same manner and to the same extent and with the same force and affect as if all of such terms and conditions were expressly set forth herein. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and those of the First Amendment to Loan Documents, the terms and provisions of the First Amendment to Loan Documents shall govern and prevail.

4. No Impairment or Release; Documents Remain in Full Force and Effect; Ratification, Reaffirmation, and Confirmation. Neither the foregoing increase in the amount of the Loan or the extension of the Scheduled Maturity Date nor anything else set forth herein or in the First Amendment to Loan Documents shall: (i) affect the priority, validity, or extent of the liens, operation and effect of the Security Instrument and the other Loan Documents; or (ii) release or change the liability of any Person who may now be or after the date of this Amendment may become liable, primarily or secondarily, under the Security Instrument or the

Loan Documents. Trustor hereby ratifies, confirms, reaffirms, and acknowledges its representations, warranties and obligations under Security Instrument and the other Loan Documents to which it is a party or by or to which it is bound or subject.

5. Miscellaneous.

(a) This Amendment shall be construed according to and governed by the laws of the jurisdiction(s) which are specified by the Security Instrument. In the event the Security Instrument does not specifically state what jurisdiction's laws govern, this Amendment shall be construed according to and governed by the laws in which the Property is located without regard to its conflicts of law principles.

(b) If any provision of this Amendment is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Amendment will remain in full force and effect.

(c) Neither this Amendment nor any provision hereof may be changed, modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, waiver, discharge or termination is sought.

(d) The paragraph headings and captions contained in this Amendment are for convenience of reference only and in no event define, describe or limit the scope or intent of this Amendment or any of the provisions or terms hereof.

(e) This Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

(f) This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(g) THIS WRITTEN AMENDMENT, THE SECURITY INSTRUMENT, AND THE OTHER LOAN DOCUMENTS, INCLUDING THE FIRST AMENDMENT TO LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the day first set forth above to be effective as of the Effective Date.

TRUSTOR:

**CANYON PARK OWNER II, LLC and
CANYON PARK BUILDING S TRS, LLC**, each
a Delaware limited liability company

By: _____
Name: *Joel Muller*
Title: *Manager*
Authorized Signatory

STATE OF CALIFORNIA

COUNTY OF MARIN

On March ____, 2020, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

See attached document
Signature: _____ (Seal)

[AFFIX SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On March 05, 2020 before me, Melissa Lynn Cooper, Notary Public,
(Here insert name and title of the officer)

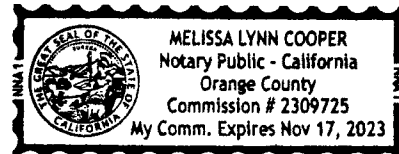
personally appeared Jon M. Muller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melissa Lynn Cooper
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Canyon Park

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.


- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BENEFICIARY:

ACORE CAPITAL MORTGAGE, LP, a
Delaware limited partnership, for and on behalf of
the Lenders, as beneficiary

By: **ACORE CAPITAL MORTGAGE GP, LLC**,
Delaware limited liability company, its
general partner

By: 
Name: **Steven A. Rivers**
Title: **Authorized Signatory**

STATE OF CALIFORNIA

COUNTY OF _____

On March ____, 2020, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

[AFFIX SEAL]

California Notary Acknowledgment Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

On MARCH 10, 2020 before me, Rebecca Erwin Spencer, Notary Public
(insert name and title of the officer)

personally appeared STEVEN A. RIVERS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

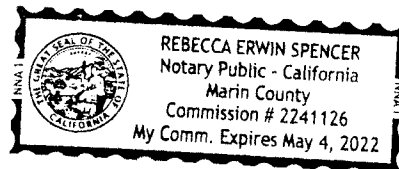


EXHIBIT A

LEGAL DESCRIPTION

[Refer to Attached]

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Policy is described as follows:

Lot A, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot B, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot C, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot D, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot E, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A

Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot F, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot G, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot H, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot J, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot K, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot M, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Together with that certain Grant of Reciprocal Easements dated June 21, 2005 by and between Timpanogos Research & Technology Park Owners Association, Inc, a Utah Non-Profit Corporation and TCU Land, LLC a Utah limited liability company, and recorded June 21, 2005 as Entry No. 66419:2005 of Official Records.

Lot Q, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Lot S, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Tax Id No.: 53-229-0001, 53-229-0002, 53-229-0003, 53-229-0004, 53-229-0005, 53-229-0006, 53-229-0007,
53-229-0008, 53-229-0009, 53-229-0010, 53-229-0012, 53-229-0013 and 53-229-0014