

WHEN RECORDED, RETURN TO:

Bruce F. Johnson  
Ballard Spahr LLP  
1980 Festival Plaza Drive, Suite 900  
Las Vegas, Nevada 89135

Tax Parcel No. 02-026-0067

**MODIFICATION TO**  
**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,**  
**SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Modification") is made and entered into effective as of the 11th day of August, 2021, by and between QUARRY VILLAGE OWNERS, LLC, a Utah limited liability company ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION ("Bank").

**R E C I T A L S:**

A. Borrower obtained a credit facility from Bank (the "Loan") secured by certain real property owned by Borrower located in Davis County, Utah. The Loan is secured, among other things, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated February 17, 2016, by and among Borrower, Trustee and Bank encumbering the property (as the same may previously have been amended, amended and restated, extended, or otherwise modified, the "Original Deed of Trust").

B. The Original Deed of Trust was recorded on February 17, 2016, as Entry Number 2921304 in Book 6454, beginning at page 1004 of the official records of Davis County, Utah. The Original Deed of Trust, and this Modification are sometimes collectively referred to as the "Deed of Trust."

C. The Deed of Trust secures: (1) the payment and performance of each and every obligation of Borrower, evidenced by the Note, including, without limitation, the payment of principal of and interest thereon; (2) the payment and performance of each and every agreement and obligation of Borrower under the Deed of Trust, and under any other instrument given to evidence or further secure the payment and performance of any obligation of Borrower under the Loan, the Loan Agreement (as defined in the Deed of Trust), and all of the other Loan Documents (as defined in the Deed of Trust); (3) the payment of all sums expended and advanced by Trustee or Bank pursuant to the terms of the Deed of Trust, together with interest thereon as provided in the Deed of Trust, the Loan Agreement and the Note; and (4) certain other obligations of Borrower pursuant to that certain Cross-Collateralization and Cross-Default Agreement, dated May 20, 2016, between Borrower and Bank.

D. Borrower and Bank have agreed to amend the Deed of Trust to modify the Deed of Trust to reflect an increase in the maximum principal amount of the Loan to ONE MILLION THREE HUNDRED EIGHT THOUSAND NINE HUNDRED THIRTY FOUR AND 96/100 DOLLARS (\$1,308,934.96).

E. Borrower is willing to amend the Deed of Trust as provided in this Modification.

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Modification, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower and Bank agree as follows:

1. Amendments to Article I of Deed of Trust.

(a) Terms Previously Defined. Except as expressly modified by the terms of this Modification, all terms defined in the Deed of Trust shall have the same defined meanings when used in this Modification as given in the Deed of Trust.

(b) Amendment to Definition of "Loan". As used in the Deed of Trust, the term "Loan" shall hereafter mean the financing facility advanced or to be advanced by Bank to or for the account of Borrower in the maximum principal amount of ONE MILLION THREE HUNDRED EIGHT THOUSAND NINE HUNDRED THIRTY FOUR AND 96/100 DOLLARS (\$1,308,934.96).

2. Grant of Lien and Security Interest. Borrower hereby CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Bank, as secured party, a security interest in the real and personal property described in the Granting Clauses of the Deed of Trust with respect to the real property described on Exhibit "A" to this Modification for the same purposes as described in the Deed of Trust, for the full amount of the Loan as increased pursuant to the terms of the Loan Agreement and the Note.

3. Effect of Modification. Except as modified by this Modification, all other terms, covenants and conditions of the Deed of Trust shall remain in full force and effect.

4. Representations. Each of Borrower, Trustee and Bank has entered into this Modification intending to be bound by the provisions hereof. Borrower, Trustee and Bank represent and warrant to each other that each of them possesses all requisite power and authority to enter into this Modification, and that the person or persons who sign this Modification in their behalf have been duly authorized to do so.

5. Conflicts. In the event of a conflict in the terms and provisions of the Original Deed of Trust and this Modification, the provisions of this Modification shall control.

6. Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of Borrower, Trustee, Bank and their respective successors and assigns. This Modification shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

7. Counterparts. This Modification may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

8. Reaffirmation. Borrower hereby reaffirms all terms, covenants and conditions of the Deed of Trust, including, without limitation, the liens and security interests granted in favor of Bank in the Deed of Trust, as the same may be amended by this Modification, and all of Borrower's obligations under the Deed of Trust.

[Signatures appear on the following pages.]

DATED effective as of the date first above written.

BORROWER:

QUARRY VILLAGE OWNERS, LLC,  
a Utah limited liability company

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

  
DAVID NADLER, Manager

STATE OF UTAH )  
: ss.  
COUNTY OF Summit )

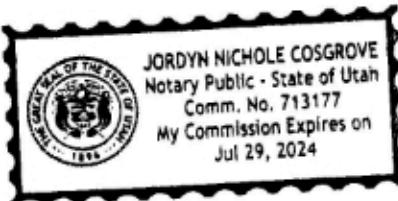
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2021,  
by DAVID NADLER, who is a Manager of QUARRY VILLAGE OWNERS, LLC, a Utah limited  
liability company.

Jordyn Nichole Cosgrove  
NOTARY PUBLIC

Residing at Summit County, Utah

My Commission Expires:

7/29/24



BANK:

U.S. BANK NATIONAL ASSOCIATION

By: Cheri Weller  
Title: Relationship Mgr

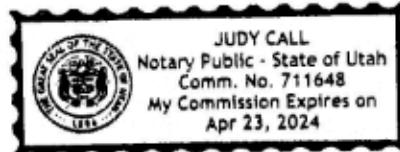
STATE OF UTAH )  
: ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2021,  
by Colin Watters, who is a Relationship Mgr of U.S. BANK NATIONAL  
ASSOCIATION.

Judy Call  
NOTARY PUBLIC  
Residing at Summit County, Utah

My Commission Expires:

04-23-2024



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

The following described real property is located Davis County, Utah:

**Parcel 1: (02-026-0067)**

A part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, County of Davis, State of Utah, more particularly described as follows: Beginning at a point on the East line of the Utah Department of Transportation Right of Way, said point being North 00°05'33" West 2414.21 feet along the Section line and North 89°54'27" East 824.21 feet along the Section line and South 0°05'58" East 2.50 feet from the Southwest Corner of said Southwest Quarter of Section 7; and running thence Southerly along said Right of Way line the next two (2) courses: 1) South 00°05'58" East 48.82 feet; 2) along the arc of a curve to the right through a central angle of 07°25'13" an arc distance of 111.19 feet and a radius of 858.51 feet (chord bears South 03°36'39" West 111.11 feet); thence departing said East line and running South 77°26'24" East 257.76 feet to the West line of Marketplace Drive; thence North 00°06'15" West 181.18 feet along said West line to the South line of property conveyed to Centerville City by that certain Special Warranty Deed, recorded August 15, 1995, as Entry No. 1194112, in Book 1905, at Page 297; thence along said South line to the following two courses: North 45°06'06" West 49.50 feet; and South 89°54'02" West 209.29 feet to the East line of the Interstate 15 Frontage Road and the point of beginning.

Excepting there from all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

**Parcel 1A:**

Cross Easement Agreement, dated April 22, 1999, and recorded May 10, 1999, as Entry No. 1512377, in Book 2496, at Page 1397, described as follows: Beginning at the Northwest Corner of Lot 11, Centerville Marketplace Subdivision, a subdivision being a part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and as filed in Book 1837 of Plats, at Page 32, of Davis County Records, State of Utah, said point being on the arc of a 858.51 foot radius curve to the left the radius point of which bears North 82°40'43" West; thence Northerly along the arc of said curve 46.67 feet through a central angle of 3°06'52"; thence South 46°48'01" East 84.04 feet; thence South 77°26'24" East 69.47 feet; thence South 12°33'36" West 46.97 feet; thence North 77°38'13" West 57.20 feet to the point of an 85.00 foot radius curve to the right, the radius point of which bears North 12°21'47" East; thence Northerly along the arc of said curve 52.37 feet through a central angle of 35°17'58"; thence North 42°20'15" West 27.23 feet to the point of a 30.00 foot radius curve to the left, the radius point of which bears South 47°39'45" West; thence Northwesterly along the arc of said curve 7.75 feet through a central angle of 14°47'59" to a point on an 858.51 foot radius curve to the left the radius point of which bears North 82°04'42" West, said point also being on the West line of said Lot 11; thence Northerly along the arc of said curve 8.99 feet through a central angle of 0°36'01" to the point of beginning.

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