

WHEN RECORDED, RETURN TO:

COMERICA BANK  
Denver Place – North Tower  
999 18th Street, Suite 2001  
Denver, CO 80202  
Attn: Steve Engel

NCS-750768-M-ai

APN's (Wasatch): 00-0004-6214, 00-0004-6180, 00-0004-6149, 00-0004-6156, 00-0004-6164,  
00-0004-6172, 00-0004-6131, 00-0004-6248; (SALT LAKE): 27-13-427-068-0000

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(Space Above for Recorder's Use Only)

**FIRST AMENDMENT TO 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 and entered into as of this 29<sup>th</sup> day of June, 2016, by and between KMAM REAL ESTATE LLC, a Utah limited liability company, whose address is 11453 South Lone Peak Parkway, Draper, Utah 84020 ("**Trustor**"), and COMERICA BANK, whose address is 39200 Six Mile Road, Livornia, MI 48152-2689, Attn: Commercial Loan Documentation, Mail Code 7578 ("**Beneficiary**").

W I T N E S S E T H:

WHEREAS, Trustor and Beneficiary (sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**") are parties to a that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of September 15, 2015, executed by Trustor, to First American Title Insurance Company National Commercial Services, whose address is 215 South State Street, Suite 380, Salt Lake City, Utah 84111 ("**Trustee**"), in favor of Beneficiary, and recorded in the office of the Wasatch County Recorder on September 23, 2015 as Entry No. 416433 Bk 1140 (the "**Deed of Trust**"). The Deed of Trust secures a loan in the original principal amount of \$7,434,500 (the "**Loan**") as evidenced by that certain Installment Note dated as of September 15, 2015 by Trustor payable to Beneficiary (the "**Prior Note**").

WHEREAS, on or about the date of this Amendment, Trustor and Beneficiary are amending and restating the Prior Note to, among other things, evidence the increase to the principal amount of the Loan (upon such increase, the "**Increased Loan**") pursuant to the terms and conditions of that certain Installment Note dated as of the date hereof by Trustor payable to Beneficiary in the principal amount of \$7,750,996.99 (the "**A&R Note**").

WHEREAS, Trustor and Beneficiary desire that the Increased Loan be secured by the Deed of Trust and also that the lien of the Deed of Trust be spread to include additional property besides the property originally described in the Deed of Trust.

NOW, THEREFORE, in consideration of the Increased Loan, the advance of additional sums by Beneficiary to Trustor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **A&R Note.** Trustor is indebted to Beneficiary as evidenced by the A&R Note, both principal and interest of the A&R Note being payable at the office of Beneficiary as more specifically set forth herein.

2. **A&R Note Secured by Deed of Trust.** The A&R Note and the Increased Loan shall be secured by the Deed of Trust. Recital A on page 1 of the Deed of Trust is hereby amended and restated in its entirety to read as follows:

“A. Trustor desires to obtain a loan from Beneficiary in the original principal amount of \$7,750,996.99 (the “Loan”), evidenced by that certain Installment Note of approximately even date herewith, executed by Trustor in favor of Beneficiary (as amended and restated pursuant to that certain Installment Note dated June \_\_\_\_, 2016 by Trustor payable to Beneficiary as the same may be further amended, extended, increased or renewed from time to time, the “Note”).”

3. **Additional Real Property.** In addition to the Real Property previously described in and encumbered by the Deed of Trust (the “Existing Real Property”), the lien of the Deed of Trust shall be spread to, and shall include and encumber certain additional tracts and parcels of real property lying and being in the County of Wasatch, State of Utah (the “Additional Real Property”), together with all the estates and rights in and to the Additional Real Property, and in and to lands lying in streets, alleys and roads or gores of land adjoin the Additional Real Property, all minerals, oils, gas and other hydrocarbon substances on, in and under the Additional Real Property, as well as all development rights, air rights, water, water rights, water stock, mineral or oil rights, parking rights and general intangibles relating to, generated from, arising out of or incidental to the Additional Real Property, its ownership, development or use. The Existing Real Property and the Additional Real Property are both particularly described on Exhibit A attached to this Amendment and incorporated herein by this reference. The Exhibit A which was attached to the Deed of Trust is hereby deleted and replaced by the Exhibit A attached to this Amendment.

4. **Effective Date of Modifications.** The modifications to the Deed of Trust made in this Amendment shall be effective upon execution of this Amendment.

5. **No Other Change.** Except as expressly amended in this Amendment, each and every term, condition, warranty and provision of the Deed of Trust shall remain in full force and effect, and such are hereby ratified, reaffirmed, confirmed and approved by Trustor. Nothing herein shall be construed to release, discharge, waive or release the obligations of any borrower, guarantor or any other obligor under the Note as amended and restated by the A&R Note.

6. **Binding Effect.** This Amendment shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, legal representatives and assigns.

7. **Receipt of Copy.** Trustor acknowledges receipt of a copy of this Amendment at the time of signing thereof.

8. **Governing Law.** This Amendment and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Utah.

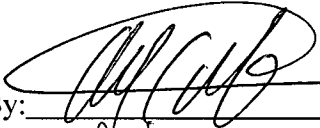
9. **Counterparts.** This Amendment may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute but one and the same instrument.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

**TRUSTOR:**

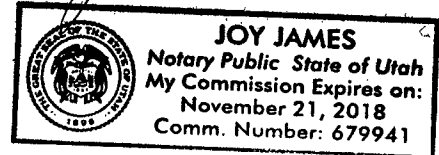
KMAM REAL ESTATE LLC

  
 By: \_\_\_\_\_  
 Name: Andrew C Madsen  
 Title: Vice President

STATE OF Utah )  
 ) ss.  
 COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 13 day of June, 2016, by Andrew C Madsen, the Vice President of KMAM REAL ESTATE LLC, a Utah limited liability company, for and on behalf of said limited liability company.

  
 \_\_\_\_\_  
 NOTARY PUBLIC



**BENEFICIARY:**

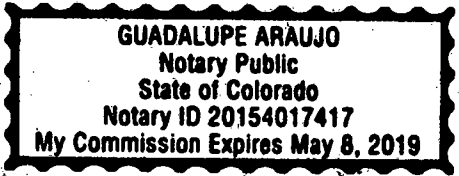
COMERICA BANK

By: Steven J Engel  
Name: Steven J Engel  
Title: Vice President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by Steven Engel, the \_\_\_\_\_ of Comerica Bank on behalf of such bank.

Guadalupe Araujo  
Notary Public



**EXHIBIT A**

**Revised Legal Description**

**[Existing Real Property]**

**PARCEL 1:**

**BEGINNING IN THE NORTHWEST CORNER OF BLOCK 54, HEBER SURVEY; THENCE SOUTH 88°58' EAST 263.64 FEET; THENCE SOUTH 48' WEST 198.33 FEET; THENCE NORTH 88° 58' WEST 136.64 FEET; THENCE NORTH 48' EAST 64 FEET; THENCE NORTH 88°58' WEST 127 FEET; THENCE NORTH 48' EAST 134.66 FEET TO THE PLACE OF BEGINNING.**

**PARCEL 2:**

**THE SOUTH 64 FEET OF THE WEST 127 FEET OF LOT 3, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.**

**PARCEL 3:**

**THE NORTH 4 RODS OF THE WEST 11 RODS OF LOT 2, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.**

**PARCEL 4:**

**BEGINNING NORTH 00°48' EAST 4 RODS FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 54, HEBER SURVEY, AND RUNNING THENCE NORTH 00°48' EAST 4 RODS; THENCE SOUTH 89°12' EAST 11 RODS; THENCE SOUTH 00°48' WEST 4 RODS; THENCE NORTH 89°12' WEST 11 RODS TO THE POINT OF BEGINNING.**

**PARCEL 5:**

**THE SOUTH 4 RODS OF THE WEST 111.5 FEET OF LOT 2, BLOCK 54, HEBER SURVEY, ON RECORD WITH THE WASATCH COUNTY RECORDER.**

**PARCEL 6:**

**BEGINNING AT A POINT WHICH IS SOUTH 88°58' EAST 111.5 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 54, HEBER SURVEY, AND RUNNING THENCE SOUTH 88°58' EAST 70 FEET; THENCE NORTH 00°48' EAST 66 FEET; THENCE NORTH 88°58' WEST 70 FEET; THENCE SOUTH 0°48' WEST 66 FEET TO THE POINT OF BEGINNING.**

**PARCEL 7:**

**THE WEST 5 RODS OF LOT 1 AND THE EAST 1 RODS OF LOT 2, BLOCK 54, HEBER SURVEY, ON FILE AND OF RECORD IN THE OFFICES OF THE WASATCH COUNTY RECORDER.**

**LESS AND EXCEPTING**

**BEGINNING NORTH 89°12' WEST 115.5 FEET FROM THE SOUTHEAST CORNER OF BLOCK 54, HEBER CITY SURVEY OF BUILDING LOTS AND RUNNING THENCE NORTH 89°12' WEST 7.5**

**FEET; THENCE NORTH 00°48' EAST 84.25 FEET; THENCE SOUTH 89°12' EAST 7.5 FEET;  
THENCE SOUTH 00°48' WEST 84.25 FEE TO THE POINT OF BEGINNING.**

**PARCEL 8**

**BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 54, HEBER CITY SURVEY;  
THENCE SOUTH 0°48' WEST 69.33 FEET; THENCE NORTH 88°58' WEST 135 FEET; THENCE  
NORTH 0°48' EAST 69.33 FEET; TO THE NORTH LINE OF SAID BLOCK 54; THENCE SOUTH  
88°50' EAST ALONG THE NORTH LINE OF SAID BLOCK 54 FOR 135 FEET TO THE POINT OF  
BEGINNING.**

**[Additional Real Property]**

**PARCEL 9**

**LOT 1, CARLSON SUBDIVISION AMENDED (AMENDING & EXTENDING PARCEL 1),  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE  
COUNTY RECORDER'S OFFICE.  
A.P.N. 27-13-427-068-0000**