

156657-ETF

When recorded, mail to:

James H. Jones, Esq.  
SNELL & WILMER L.L.P.  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

TAX ID: 68-061-0201

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

This AMENDMENT TO CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "*Amendment*") is dated as of August 20 2024 and made effective as of July 7, 2024, by and among **BOYER HOLBROOK INDUSTRIAL 4, L.C.**, a Utah limited liability company ("*TIC I*") and **VALUE INNOVATIONS HB IND II, LLC**, a Utah limited liability company ("*TIC II*") and together with TIC I, individually and collectively, jointly and severally ("*Trustor*"), and **BOKF, NA**, dba BOK Financial ("*Beneficiary*").

**RECITALS:**

A. Beneficiary has previously extended to Trustor a construction loan in the maximum principal amount of **THIRTY MILLION FOUR HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$30,463,929.00)** (the "*Loan*"), pursuant to that certain Construction Loan Agreement by and between Trustor and Beneficiary, dated as of July 7, 2022 (together with any amendments or modifications thereto, the "*Loan Agreement*") and evidenced by that certain Promissory Note dated July 7, 2022 made by Trustor in favor of Beneficiary (the "*Note*").

B. The Loan is secured by, among other things, that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Trustor, as trustor, for the benefit of Beneficiary, as beneficiary, recorded on July 8, 2022 as Entry No. 78723:2022, in the official records of Utah County, Utah (together with any amendments or modifications thereto, the "*Deed of Trust*") encumbering the real property more specifically identified therein. Capitalized terms used herein without definition, shall have the meanings given to such terms in the Loan Agreement.

C. Pursuant to that certain 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.

D. 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.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and in the Loan Documents, the parties agree as follows:


1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

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

**BOYER HOLBROOK INDUSTRIAL 4, L.C**

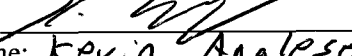
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company  
its Manager

By:   
Name: Brian Goltz  
Title: Manager

**VALUE INNOVATIONS HB II, LLC**

a Utah limited liability company

By:   
Name: Kevin Anglesey  
Title: Manager

"Trustor"

[Acknowledgements Continue on Following Page]

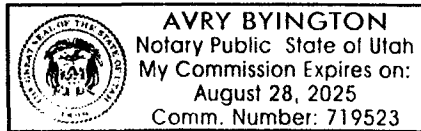
*(Signature page to First Amendment to Deed of Trust)*

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

On this 15 day of August, in the year 2024, before me Avry Byington, a notary public, personally appeared Brian Gochman a Manager, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

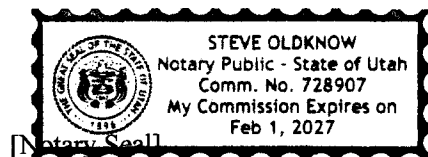
  
 NOTARY PUBLIC

[Notary Seal]



STATE OF UTAH )  
 ) : ss.  
 COUNTY OF SALT LAKE )

On this 15 day of AUGUST, in the year 2024, before me STEVE OLDKNOW, a notary public, personally appeared KEVIN ANGLEY MANAGER, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.



  
 NOTARY PUBLIC

[Notary Seal]

(Signature page to First Amendment to Deed of Trust)

**BOKF, NA dba BOK Financial**

By: Lane Hamilton, SVP  
Name: Lane Hamilton  
Title: Senior Vice President

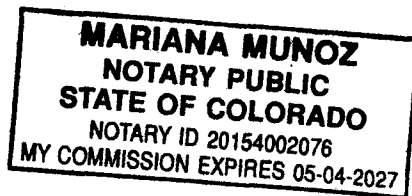
*"Beneficiary"*

STATE OF Colorado )  
County of Denver ) : ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2024, by **Lane Hamilton**, a Senior Vice President of **BOKF, NA**, dba BOK Financial, on behalf of such entity.

[seal]

Mariana Munoz  
Notary Public



*(Signature page to First Amendment to Deed of Trust)*

File No. 156657-ETF.

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

Lot 201, HOLBROOK INDUSTRIAL SUBDIVISION PHASE 2, according to the official plat thereof as recorded in the office of the Utah County Recorder recorded on May 20, 2022 as Entry No. 61716:2022.

Tax Id No.: 68-061-0201