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Debbie B. Johnson, Iron County Recorder - Page 1 of 9
05/06/2015 04:14:20 PM By: TYLER D. HAWKES, ATTORNEY AT LAW

**SUPPLEMENT TO
MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS
(DABC Store – Cedar City)**

Dated as of April 1, 2015

From

**UTAH STATE BUILDING OWNERSHIP AUTHORITY
(Mortgagor)**

To

**WELLS FARGO BANK, N.A., as Trustee
(Mortgagee)**

FIXTURE FILING NOTICE: THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS IS INTENDED TO CONSTITUTE A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 70A-9a-502 AND COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL ESTATE DESCRIBED HEREIN, AFTER-ACQUIRED PROPERTY AND PROCEEDS.

**SUPPLEMENT TO
MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS**

This Supplement to Mortgage, Security Agreement and Assignment of Rents, dated as of April 1, 2015 by and between the UTAH STATE BUILDING OWNERSHIP AUTHORITY (the "Mortgagor"), a body politic and corporate of the State of Utah, whose mailing address is c/o Division of Facilities Construction and Management, 4110 State Office Building, Salt Lake City, Utah 84114, and WELLS FARGO BANK, N.A., a national banking association (the "Mortgagee"), whose mailing address is 1740 Broadway, Denver, Colorado, 80274, Attn: Corporate Trust Department, as Trustee under that certain Indenture of Trust, Assignment of State Facilities Master Lease Agreement and Security Agreement, dated as of September 1, 1994, as supplemented and amended (the "Indenture"), by and between the Mortgagor and the Mortgagee, is supplemental to the Mortgage, Security Agreement and Assignment of Rents dated as of March 1, 2009, by and between the Mortgagor and Mortgagee, recorded on May 27, 2009, as entry no. 00589662, in the records of Iron County, Utah (the "Original Mortgage").

WITNESSETH:

WHEREAS, the Original Mortgage was executed and delivered in connection with the issuance of certain bonds of the Mortgagor (the "Original Bonds"); and

WHEREAS, certain of the Original Bonds are being refinanced by the issuance by the Authority of its \$30,015,000 Utah State Building Ownership Authority Lease Revenue Refunding Bonds (State Facilities Master Lease Program), Series 2015 (the "Refunding Bonds"); and

WHEREAS, the Original Mortgage provides that it also secures Additional Bonds issued under the Indenture and the Refunding Bonds are being issued as Additional Bonds.

NOW THEREFORE, the Authority and the Trustee agree as follows:

1. The Original Mortgage shall secure the payment of the principal and interest on the Refunding Bonds in the amount of \$30,015,000, which are payable as to principal on the dates and in the amounts as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$ 805,000	3.00%
2017	350,000	3.00
2018	1,095,000	4.00
2019	705,000	4.00
2020	1,910,000	5.00
2021	2,020,000	5.00
2022	2,115,000	5.00
2023	2,220,000	5.00
2024	2,875,000	5.00
2025	3,005,000	5.00
2026	3,150,000	5.00
2027	3,325,000	5.00
2028	2,855,000	5.00
2029	1,775,000	3.00
2030	1,810,000	3.00

2. In all other respects, the Original Mortgage shall continue in full force and effect.

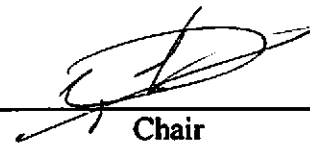
3. This Supplement to Mortgage, Security Agreement and Assignment of Rents may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one instrument.

DATED as of the day and year first above written.

MORTGAGOR:

UTAH STATE BUILDING OWNERSHIP
AUTHORITY

[SEAL]



Chair

ATTEST:



Secretary

MORTGAGEE:

WELLS FARGO BANK, N.A., as Trustee

[SEAL]

By: _____
Vice President

ATTEST:

Vice President

DATED as of the day and year first above written.

MORTGAGOR:

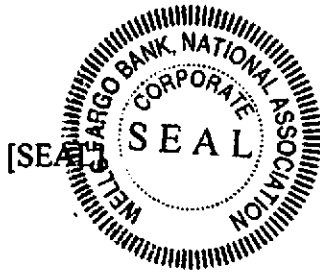
UTAH STATE BUILDING OWNERSHIP
AUTHORITY

[SEAL]

Chair

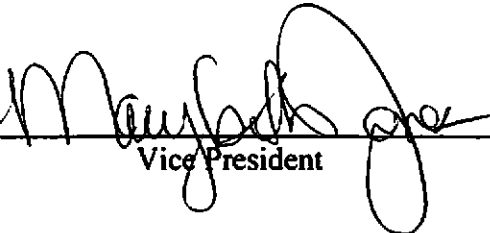
ATTEST:

Secretary



MORTGAGEE:

WELLS FARGO BANK, N.A., as Trustee

By: 
Vice President

ATTEST:


Vice President

ACKNOWLEDGMENTS

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

On April 23, 2015, the foregoing Supplement to Mortgage, Security Agreement and Assignment of Rents was acknowledged before me by Spencer J. Cox, the Chair of the Utah State Building Ownership Authority.

(SEAL)

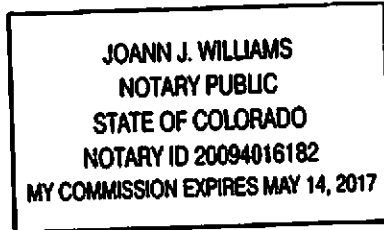



NOTARY PUBLIC

STATE OF COLORADO)
 : ss.
COUNTY OF DENVER)

On April 29, 2015, the foregoing Supplement to Mortgage, Security Agreement and Assignment of Rents was acknowledged before me by Marybeth K. Jones and Ethel M. Vick, both Vice Presidents of Wells Fargo Bank, N.A.

(SEAL)

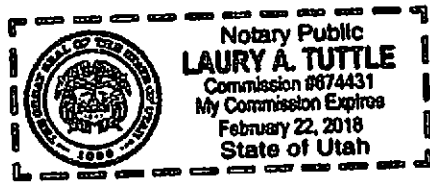



NOTARY PUBLIC

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

On April 27, 2015, the foregoing Supplement to Mortgage, Security Agreement and Assignment of Rents was acknowledged before me by Richard K. Ellis, the Secretary of the Utah State Building Ownership Authority.

(SEAL)





NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

Description of the land located in Iron County, Utah, to wit:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S89°51'05"W ALONG THE SOUTH LINE OF SAID SECTION 21, 150.02 FEET; THENCE DEPARTING SAID SECTION LINE AND RUNNING N01°09'20"W 267.03 FEET; THENCE N90°00'00"E, 298.13 FEET TO A POINT LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF PROVIDENCE CENTER DRIVE, SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,084.93 FEET, AND A CENTRAL ANGLE OF 14°06'26". (RADIUS POINT BEARS S78°40'37"E); THENCE SOUTHERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE 267.13 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 634.07 FEET AND A CENTRAL ANGLE OF 00°04'43"; THENCE SOUTHERLY ALONG SAID CURVE, 0.87 FEET TO A POINT LOCATED ON THE SECTION LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING N89°59'59"W ALONG THE SECTION LINE, 122.92 FEET TO THE POINT OF BEGINNING. CONTAINING 1.71 ACRES.

BEING A PORTION OF TAX SERIAL NO. B-1459-1-2

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