

When Recorded Return To:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Joseph M.R. Covey

#7255U-BA

Tax Parcel Nos.: 58-041-0225, 58-041-0237, 35-512-0063, 35-512-0065, 35-513-0032, 35-515-0034, 35-515-0028, 35-514-0031, 35-515-0031, 35-515-0034, and 58-041-0238

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

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (as it may be amended and modified from time to time, the "**Deed of Trust**") is made effective as of December 13, 2021, between **SARATOGA 262 PARTNERS LLC**, a Utah limited liability company ("**Trustor**" or "**Grantor**"), whose mailing address is 10771 South Rippling Bay, South Jordan, Utah 84009, and **THISTLE CREEK PARTNERS, L.P.**, a Delaware limited partnership ("**Beneficiary**"), whose mailing address is 14034 South 145 East, Suite 301, Draper, Utah 84020.

WHEREAS, the parties have entered into that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing, dated as of February 26, 2021, and recorded February 26, 2021, as entry number 37439:2021 with the Utah County Recorder's Office (as amended, the "**Deed of Trust**"); and

WHEREAS, the parties hereto desire to amend the Deed of Trust to reflect that the promissory note secured by the Deed of Trust (the "**Note**") has been amended to increase the principal amount of the Note and reconvey a portion of the Trust Estate encumbered by the Deed of Trust, on the terms and subject to the conditions set forth herein and therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Deed of Trust.

2. Amendment to the Deed of Trust.

(a) The principal amount and face value of the Note is hereby amended and modified to be increased by \$1,122,000.

(b) The defined term "Obligations" is amended to include (a) payment of indebtedness of an affiliate of Trustor, Herriman 73 Partners LLC, a Utah limited liability company ("**Herriman**"), in the original principal amount of Five Million One Hundred Eighty Thousand Dollars (\$5,180,000) (the "**Herriman Loan**"), with interest thereon, evidenced by that

certain Promissory Note dated as of the date hereof, as such note may be amended, modified, extended, and renewed from time to time, executed by Herriman; (b) any and all obligations contingent or otherwise, whether now existing or hereafter arising, of Herriman to Beneficiary arising under in connection with any rate swap or hedging arrangement entered into in connection with the Herriman Loan; (c) payment of all other sums, with interest thereon, that may hereafter be loaned to Herriman, or its successors or assigns, by Beneficiary, or its successors or assigns when evidenced by a promissory note or notes reciting that they are secured by the Deed of Trust; (d) performance of every obligation of Herriman under the loan documents evidencing, securing, or delivered in connection with the Herriman Loan; provided, however, the Deed of Trust will not secure the Obligations of Herriman and any guarantor or indemnitor under an environmental indemnity or a guaranty; and (e) performance of every obligation of Herriman contained in any agreement, document, or instrument now or hereafter executed by Herriman reciting that the obligations thereunder are secured by the Deed of Trust.

(c) Trustor hereby irrevocably grants, bargains, transfers, sells, conveys and assigns, and reaffirms its prior grant, bargain, transfer, sale, conveyance, and assignment, to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title and interest, whether fee, leasehold or otherwise, in and to those certain real properties located in the County of Utah, State of Utah, more particularly described in **Exhibit A** hereto and in and to all of the Trust Estate, as amended hereby, for the purpose of securing the Obligations, including as amended hereby.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Deed of Trust are and will remain in full force and effect and are hereby ratified and confirmed by Trustor. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Deed of Trust or of any other Loan Document or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. On and after the date hereof, each reference in the Deed of Trust to "this Deed of Trust," "the Deed of Trust," "hereunder," "hereof," "herein," or words of like import, and each reference to the Deed of Trust in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Loan Documents, will mean and be a reference to the Deed of Trust as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Utah, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

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

SARATOGA 262 PARTNERS LLC, a Utah limited liability company

By: [Signature]
Name: Larry Myler
Title: Manager

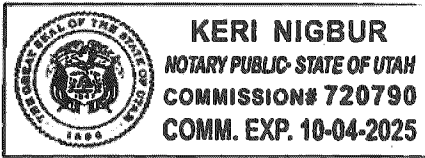
“Trustor”

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

The foregoing instrument was acknowledged before me this 6th day of December, 2021, by Larry Myler, as Manager of Saratoga 262 Partners LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC

[Seal]



THISTLE CREEK PARTNERS, L.P., a Delaware limited partnership

By: TCP GP, LLC, a Utah limited liability company, its general partner

By: _____
Name: _____
Title: Manager

“Beneficiary”

STATE OF UTAH)
 : ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, as Manager of TCP GP, LLC, the general partner of Thistle Creek Partners, L.P., a Delaware limited partnership.

NOTARY PUBLIC

[Seal]

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

SARATOGA 262 PARTNERS LLC, a Utah limited liability company

By: _____
Name: Larry Myler
Title: Manager

“Trustor”

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

The foregoing instrument was acknowledged before me this ____ day of December, 2021, by Larry Myler, as Manager of Saratoga 262 Partners LLC, a Utah limited liability company.

NOTARY PUBLIC

[Seal]

THISTLE CREEK PARTNERS, L.P., a Delaware limited partnership

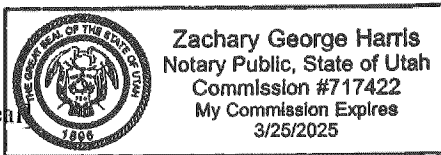
By: TCP GP, LLC, a Utah limited liability company, its general partner

By: *Carol*
Name: CAROL CHRISTENSEN
Title: Manager

“Beneficiary”

STATE OF UTAH)
 : ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 3 day of JANUARY, ²⁰²²~~2021~~, by CAROL CHRISTENSEN, as Manager of TCP GP, LLC, the general partner of Thistle Creek Partners, L.P., a Delaware limited partnership.



[Seal]

ZGH
NOTARY PUBLIC

EXHIBIT A**PROPERTY DESCRIPTION**

The certain real property located in Utah County, Utah, and more particularly described as follows:

PARCEL #1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 1941.72 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°50'07"E 761.26 FEET TO THE CENTER OF SAID SECTION 34, ALSO BEING THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 1702.33 FEET; THENCE WEST 773.11 FEET; THENCE NORTH 1704.48 FEET TO THE POINT OF BEGINNING.

PARCEL #2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 1047.92 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°50'07"E 893.80 FEET; THENCE SOUTH 1704.48 FEET; THENCE WEST 893.80 FEET; THENCE NORTH 1707.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: (From Parcels 1 and 2)

FIELDSTONE CANTON RIDGE MOUNTAIN VIEW CORRIDOR DEDICATION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°23'55"W ALONG THE QUARTER SECTION LINE 958.42 FEET AND WEST 264.70 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 136.15 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 3106.35 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N52°09'21"E) 1851.09 FEET THROUGH A CENTRAL ANGLE OF 34°08'34" (CHORD: N20°46'22"W 1823.82 FEET) TO THE QUARTER SECTION LINE; THENCE S89°50'07"E ALONG THE QUARTER SECTION LINE 106.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N86°09'41"E) 1864.07 FEET THROUGH A CENTRAL ANGLE OF 35°36'04" (CHORD: S21°38'21"E 1834.23 FEET) TO THE POINT OF BEGINNING.

PARCEL #3

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°45'56"W ALONG THE QUARTER SECTION LINE 2703.01 FEET FROM THE EAST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°45'56"E ALONG THE QUARTER SECTION LINE 90.00 FEET TO THE EAST EDGE OF THAT BUFFER ZONE ADJACENT TO AND RUNNING ALONG THE EASTERLY SIDE OF FOOTHILL BOULEVARD; THENCE ALONG THE EASTERLY EDGE OF SAID BUFFER ZONE THE FOLLOWING TWO (2) COURSES: S0°23'17"E 880.46 FEET; THENCE ALONG THE ARC OF A 2070.00 FOOT RADIUS CURVE TO THE LEFT 2114.49 FEET THROUGH A CENTRAL ANGLE OF 58°31' 38" (CHORD: S29°39'07"E 2023.75 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 2145.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N18°15' 05"E) 257.02 FEET THROUGH A CENTRAL ANGLE OF 6°51' 55" (CHORD: N68°18'58"W 256.87 FEET); THENCE N64°53' 00" W 74.92 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE RIGHT 382.18 FEET THROUGH A CENTRAL ANGLE OF 7°17'57" (CHORD: N61°14'02"W 381.92 FEET) TO THE WEST EDGE OF THAT BUFFER ZONE ADJACENT TO AND RUNNING ALONG THE WESTERLY SIDE OF FOOTHILL BOULEVARD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF SAID BUFFER ZONE ALONG THE ARC OF A 2250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N49°27'59"E) 936.96 FEET THROUGH A CENTRAL ANGLE OF 23°51'34" (CHORD: N28°36'14"W 930.20 FEET) TO THE QUARTER SECTION LINE (ALSO BEING THE WEST BOUNDARY OF THE BENCHES SUBDIVISION PLAT 12; THENCE N0°23'55"W ALONG THE QUARTER SECTION LINE (ALSO BEING THE WEST BOUNDARY OF THE BENCHES SUBDIVISION PLAT 12, THE BENCHES PLAT 11 AND THE BENCHES PLAT 10) 1512.40 FEET TO THE POINT OF BEGINNING.

PARCEL #4

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 5968:1983 IN THE OFFICE OF THE UTAH COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS S89°50'07"E BETWEEN SAID WEST 1/4 CORNER OF SAID SECTION 34 AND AN LEI ENGINEERING REBAR & CAP AT THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION REPRESENTING THE CENTER 1/4 CORNER OF SAID SECTION 34); AND RUNNING ALONG THE 1/4 SECTION LINE S89°50'07"E 1,047.92 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 37348:2021 IN THE OFFICE OF THE UTAH COUNTY RECORDER; AND ALONG SAID DEED AND THE EXTENSION THEREOF SOUTH 2,048.51 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE EAST 105.00 FEET; THENCE SOUTH 105.54 FEET; THENCE EAST 59.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET (RADIUS BEARS: EAST) A DISTANCE OF 18.85 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" CHORD: N45°00'00"E 16.97 FEET; THENCE EAST 509.72 FEET; THENCE ALONG THE ARC OF A CURVE TO THE

LEFT WITH A RADIUS OF 179.00 FEET A DISTANCE OF 116.19 FEET THROUGH A CENTRAL ANGLE OF 37°11'30" CHORD: N71°24'15"E 114.16 FEET; THENCE N52°48'30"E 97.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 12.00 FEET A DISTANCE OF 18.47 FEET THROUGH A CENTRAL ANGLE OF 88°11'55" CHORD: S83°05'32"E 16.70 FEET; THENCE N51°33'15"E 59.00 FEET TO A RADIAL POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3555.50 FEET A DISTANCE OF 77.70 FEET THROUGH A CENTRAL ANGLE OF 1°15'07" CHORD: N37°49'12"W 77.69 FEET; THENCE N53°18'55"E 145.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3410.00 FEET (RADIUS BEARS: N52°47'04"E) A DISTANCE OF 946.58 FEET THROUGH A CENTRAL ANGLE OF 15°54'17" CHORD: S45°10'05"E 943.54 FEET TO A 1/4 SECTION LINE; THENCE ALONG SAID 1/4 SECTION LINE N0°23'55"W 821.88 FEET; THENCE WEST 1666.91 FEET; THENCE SOUTH 341.46 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Nos.: 58-041-0225, 58-041-0237, 35-512-0063, 35-512-0065, 35-513-0032, 35-515-0034, 35-515-0028, 35-514-0031, 35-515-0031, 35-515-0034, and _____