

This instrument was prepared by, and
after recordation should be returned to:

Greer, Herz & Adams, LLP
Attn: Ian T. Ferguson
2525 South Shore Blvd., Suite 203
League City, Texas 77573

14055763 B: 11392 P: 4782 Total Pages: 14
12/22/2022 11:36 AM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

First American Title
National Commercial Services
NCS File # 970388

Assessor's Parcel No. 15-01-208-003-0000, 15-01-208-004-0000, 15-01-208-001-0000

**MODIFICATION OF DEED OF TRUST,
SECURITY AGREEMENT AND FINANCING STATEMENT AND ABSOLUTE
ASSIGNMENT OF LEASES AND RENTS**

This MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "**Agreement**"), is entered into as of December 22, 2022 (the "**Effective Date**") by and between WEST QUARTER LODGING I, LLC, a Utah limited liability company ("**Grantor**"), whose mailing address is Attn: Michael R. Christensen, 748 W. Heritage Park Blvd., Suite 203, Layton, Utah 84041, and AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company, whose mailing address is Attention: Mortgage and Real Estate Investment Department, 2525 South Shore Blvd., Suite 207, League City, Texas 77550 (hereinafter termed "**Beneficiary**").

WITNESSETH:

WHEREAS, Beneficiary previously made a loan (the "**Loan**") to Grantor in the original aggregate principal amount of \$64,000,000.00, such Loan being evidenced by (i) that certain Construction Loan Agreement dated October 29, 2019 (the "**Loan Agreement**"), (ii) that certain Promissory Note in the original principal amount of \$64,000,000.00 (the "**Original Note**"), dated as of October 29, 2019 and made by Grantor payable to the order of Beneficiary, as amended by that certain Modification of Promissory Note and Construction Loan Agreement dated September 15, 2022 by and between Grantor and Beneficiary, and is secured inter alia by (i) that certain Deed of Trust, Security Agreement and Financing Statement dated of, on, or about even date therewith, granted by Grantor to the First American Title Insurance Company National Commercial Services, as trustee for the benefit of Beneficiary and recorded in the Salt Lake County Recorder's Office of Salt Lake County, Utah ("**Official Records**") as Entry No. 13111161 in Book 10852, Pages 5648-5709 (the "**Deed of Trust**"), covering the property more particularly described in **Exhibit "A"** attached hereto (the "**Secured Property**"); (ii) that certain Absolute Assignment of Leases and Rents dated of, on, or about even date therewith, from Grantor in favor of Beneficiary and recorded in the Official Records as Entry No. 13111162 in Book 10852, Pages 5710-5724 in the Recorder's Office (the "**Assignment of Rents**"); and (iii) that certain Certificate and Indemnity Agreement Regarding Hazardous Substances dated on or about even date therewith from Grantor for the benefit of Beneficiary (the "**Environmental Indemnity**").

WHEREAS, the description of the Secured Property was originally set forth in the Deed of Trust as Lots 2, 3, and 5 of the West Quarter Subdivision, according to the official plat of West Quarter Subdivision in the Official Records, as such description is more fully set forth in the Deed of Trust as originally recorded; provided, however, that the legal description of the Secured Property was subsequently modified pursuant to that certain Condominium Plat for The West Quarter Phase 1 Condominiums, a Utah Condominium project, which was recorded June 17, 2021 as Entry No. 13693887 in Book 2021P at Page 162 of the Official Records, and that certain Amended and Restated Declaration of Condominium and Bylaws for the West Quarter Phase 1 Condominiums, a Utah Condominium Project recorded June 17, 2021 as Entry No. 13693888 in Book 11192 at Page 4728 of Official Records such that the legal description of the Secured Property is, therefore, for all purposes, as specifically set forth on Exhibit A attached hereto.

WHEREAS, the Original Note, the Additional Note (as defined below), Loan Agreement, Deed of Trust, and all other documents evidencing, securing or relating to the Note are sometimes collectively referred to herein as the **"Loan Documents"**.

WHEREAS, on the date hereof, Beneficiary made an additional loan to Grantor in the original principal amount of up to \$6,500,000.00, as evidenced by that certain Promissory Note in the original principal amount of \$6,500,000.00 dated the date hereof executed by Grantor and made payable to the order of Beneficiary (**"Additional Note"**) and together with the Original Note, collectively, the **"Note"**);

WHEREAS, this Agreement is executed in connection with that certain Second Modification of Promissory Note, Construction Loan Agreement and Other Loan Documents (the **"Note Modification"**) regarding the Note, Loan Agreement, and Environmental Indemnity.

WHEREAS, in order to address certain cost overruns experienced by the Grantor, Grantor has requested, and Beneficiary has agreed to make, certain one-time modifications to certain of the Loan Documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for ten dollars (\$10) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are hereby incorporated herein by this reference with the same force and effect as if fully set forth herein.

2. **Acknowledgement and Ratification of Indebtedness.** Grantor hereby ratifies and confirms the existence and continuation of the indebtedness evidenced by the Note as modified by this Agreement and agrees that as of December 15, 2022 (after the application of the installment payment due on December 15, 2022) the current outstanding principal balance of the Original Note was \$64,000,000.00.

3. **Cross Default; Cross-Collateralization.** Grantor does hereby expressly agree that each of the Loan Documents, including, without limitation, Original Note, Additional Note and the Deed of Trust, shall be cross-defaulted, and any default or event of default under any of the Loan Documents shall be an event of default under all of the Loan Documents. Grantor does

further hereby expressly agree that the Deed of Trust (as modified by this Agreement) shall hereafter secure the performance of Grantor's obligations under the Original Note, the Additional Note and each and every other Loan Document.

4. **Confirmation of Terminology in Deed of Trust.** The parties hereto agree that as of the Effective Date, the Deed of Trust is modified as follows:

(a) any and all references to the "Note" in the Loan Documents are hereby modified to mean, collectively, Original Note and the Additional Note;

(b) Grantor and Beneficiary confirm, that, the definition of the terms "Note" and "Loan Agreement" in the Deed of Trust respectively include, without limitation, such documents as modified by the Note Modification; and

(c) all references to the "Absolute Assignment of Leases and Rents" mean the Assignment of Rents as amended including, without limitation, by this Agreement.

5. **Confirmation of Terminology in Assignment of Rents.** The parties hereto agree that as of the Effective Date, the Assignment of Rents is modified as follows:

(a) any and all references to the "Note" in the Assignment of Rents are hereby modified to mean, collectively, Original Note and the Additional Note;

(b) all references to the "Note" mean Note as amended including, without limitation, by the Note Modification; and

(c) all references to the "Deed of Trust" mean the Deed of Trust as amended including, without limitation, by this Agreement.

6. **Verification of Payments.** At least five (5) business days prior to closing of the modification the Grantor shall provide verification satisfactory to Beneficiary that (a) all insurance required by the applicable Loan Documents is in full force and effect and (b) all tax payments have been made as required by the Loan Documents and no such taxes are delinquent.

7. **General Release.** FOR THE CONSIDERATION RECITED ABOVE, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, GRANTOR RELEASES, ACQUITS AND FOREVER DISCHARGES BENEFICIARY, TOGETHER WITH ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, LOAN SERVICERS), AGENTS, REPRESENTATIVES, CONSULTANTS, SUCCESSORS AND ASSIGNS, (ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES OF ANY AND EVERY CHARACTER, KNOWN OR UNKNOWN, DIRECT AND/OR INDIRECT, AT LAW OR IN EQUITY, OF WHATSOEVER KIND OR NATURE, WHETHER HERETOFORE OR HEREAFTER ACCRUING, FOR OR BECAUSE OF ANY MATTER

OR THINGS DONE, OMITTED OR SUFFERED TO BE DONE BY ANY OF THE RELEASED PARTIES AT ANY TIME ON OR PRIOR TO THE ACTUAL DATE OF GRANTOR'S EXECUTION HEREOF AND IN ANY WAY DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE LOAN DOCUMENTS, OR ANY OF THE TRANSACTIONS ASSOCIATED THEREWITH, OR THE MORTGAGED PROPERTY.

8. Limited Effect of Modifications. This Agreement shall in no way release or, except as expressly provided in this Agreement, modify any of the Loan Documents. No assurances or commitments which are not expressly contained in this Agreement have been made by the Beneficiary on any issue, matter or resolution with respect to this Agreement or the Loan Documents, or otherwise. Without limiting the generality of the foregoing and for avoidance of doubt, no agreements, amendments or modifications which are not expressly contained in this Agreement shall be binding or enforceable against the Beneficiary unless set out in a subsequent written amendment or modification to this Agreement or the Loan Documents, or other agreement signed by the Grantor and Beneficiary, in Beneficiary's sole and absolute discretion, and nothing contained in this Agreement shall be construed as a binding commitment or impose any obligation on the Beneficiary to agree to any such terms or potential modifications.

9. Authority. In order to induce Beneficiary to execute this Agreement, Grantor represents and warrants: (a) that Grantor is validly in existence in accordance with the laws of the state of its formation, and in good standing under the laws of the State of Utah; (b) Grantor is duly authorized to execute this Agreement and all other documents contemplated to be signed by Grantor in connection with this Agreement; (c) the undersigned executing on behalf of Grantor has the full right, power and authority to execute this Agreement and all other documents contemplated in connection with this Agreement on behalf of and in the name of the Grantor, as applicable, without the consent, agreement or joinder of any other party.

10. Jury Trial Waiver. GRANTOR RECOGNIZES THAT DISPUTES ARISING OUT OF THE AGREEMENT AND THE LOAN TRANSACTION SECURED BY THE DEED OF TRUST ARE LIKELY TO BE COMPLEX AND WISH TO STREAMLINE AND MINIMIZE THE COST OF THE DISPUTE RESOLUTION PROCESS BY AGREEING TO WAIVE ITS RIGHT TO JURY TRIAL. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR THE NOTE, DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY BENEFICIARY IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, THE NOTE, THE DEED OF TRUST OR THE OTHER LOAN DOCUMENTS.

11. No Impairment. Except as expressly set forth herein, the terms and provisions set forth in all of the Loan Documents, all of which are incorporated herein by reference for all purposes, are unmodified and shall remain in full force and effect. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair, or act as a release or relinquishment of, any of the Loan Documents or any rights of Beneficiary under such Loan Documents, or any lien, security interest or assignment granted to and/or held by Beneficiary in connection with the Loan. The execution of this Agreement by Beneficiary does not constitute a waiver, limitation,

amendment or modification of any of Beneficiary's rights or remedies under the Loan Documents or any applicable law, all of which Beneficiary hereby expressly reserves, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Documents. Grantor does hereby re-ratify and reaffirm its obligations set forth in the Note as modified herein, the Deed of Trust and all other Loan Documents, each of which continue in full force and effect as of the Effective Date.

12. Further Assurances. Upon the request of Beneficiary, Grantor and Guarantor will execute, acknowledge, deliver, record and file such further instruments and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

13. Extension Fee, Title Endorsements and Closing Costs. Upon or before the date hereof, Grantor at its expense shall: (i) pay Beneficiary an extension fee of \$65,000.00; (ii) cause to be issued to Beneficiary, at Grantor's sole cost and expense, such title policies and endorsements to Beneficiary's Loan Policy of Title Insurance insuring the Deed of Trust and title updates as are required by Beneficiary in a form and substance satisfactory to Beneficiary; and (iii) pay all costs and expenses incurred by Beneficiary in connection with this Agreement including, without limitation, the reasonable fees and expenses of Beneficiary's counsel, Greer, Herz and Adams, L.L.P, Beneficiary's local counsel, Kirton McConkie PC, title insurance premiums and costs of recording and filing fees.

14. Notice of Complete Written Agreement. Grantor and Beneficiary agree that:

(a) **THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, AND ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT.**

(b) **THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR CONTEMPORANEOUS ORAL AGREEMENTS OF THE PARTIES THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

15. Representation by Counsel. Grantor acknowledges and agrees that Beneficiary has requested that Grantor retain the services and advice of legal counsel, and any other applicable experts, including, without limitation, tax advisors (collectively, "**counsel**"), prior to the execution and delivery of this Agreement, and, by its execution hereof, Grantor represents and warrants that Grantor has had all opportunity to retain such counsel. Further, Grantor represents and warrants that Grantor has executed and delivered this Agreement, and any and all documents related thereto, with a clear understanding of the agreements contained herein and therein and the effect of such agreements, and that such execution and delivery is done freely and voluntarily and not as a result of any duress, fraud or undue influence.

16. **Severability.** All provisions contained in this Agreement are severable and the illegality, invalidity or unenforceability of any provision shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.

17. **Grantor's Address for Notice.** Grantor confirms and agrees that its address for notice under the Note, Deed of Trust and all other Loan Documents is the address set forth in the opening paragraph of this Agreement.

18. **Captions.** All headings and captions in this Agreement are for convenience of reference only and shall not be used in the interpretation of any provisions of this Agreement.

19. **Terminology.** Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include the others. For convenience of drafting, references to "amend" and "modify", and derivations of such terms, are used interchangeably. Any and all terms not expressly defined herein shall have the meanings ascribed to them in the Note, or if not defined in the Note, the Deed of Trust.

20. **Rules of Construction.** Beneficiary and Grantor acknowledge that each party and its counsel has reviewed this Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

21. **Time.** Time is of the essence of each and every provision of this Agreement.

22. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah.

23. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Signed counterparts delivered by electronic means, including e-mail (pdf), shall be considered originals, regardless of whether the wet ink original is thereafter delivered.

[SIGNATURE PAGE(S) TO FOLLOW]

467430.9
10500-893

EXECUTED EFFECTIVE as of the day and year first set forth above.

GRANTOR:

WEST QUARTER LODGING I, LLC,
a Utah limited liability company

By: West Quarter Management, LLC,
a Utah limited liability company
Its: Sole Manager

By: Garn Development Company, LLC,
a Utah limited liability company
Its: Manager

By: 
Name: Kevin S. Garn
Title: Manager

By: The Ritchie Group, L.C.,
a Utah limited liability company
Its: Manager

By: _____
Name: Paul W. Ritchie
Title: Manager

Signature/Notary Page(s) to
Modification of Deed of Trust, Security Agreement
and Financing Statement and Absolute Assignment of Leases and Rents

EXECUTED EFFECTIVE as of the day and year first set forth above.

GRANTOR:

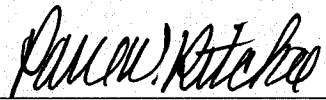
WEST QUARTER LODGING I, LLC,
a Utah limited liability company

By: West Quarter Management, LLC,
a Utah limited liability company
Its: Sole Manager

By: Garn Development Company, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: Kevin S. Garn
Title: Manager

By: The Ritchie Group, L.C.,
a Utah limited liability company
Its: Manager

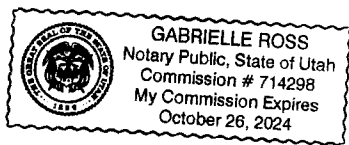
By:  _____
Name: Paul W. Ritchie
Title: Manager

Signature/Notary Page(s) to
Modification of Deed of Trust, Security Agreement
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STATE OF UTAH §
COUNTY OF Davis §

Before me, the undersigned authority, a Notary Public, on this day personally appeared KEVIN S. GARN, as Manager of GARN DEVELOPMENT COMPANY, LLC, a Utah limited liability company, as Manager of WEST QUARTER MANAGEMENT, LLC, a Utah limited liability company, as Sole Manager of WEST QUARTER LODGING I, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited liability company.

Given under my hand and notarial seal this 16 day of December, 2022.



Gabrielle Ross
Notary Public, State of Utah

STATE OF UTAH §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public, on this day personally appeared PAUL W. RITCHIE, as Manager of THE RITCHIE GROUP, L.C., a Utah limited liability company, as Manager of WEST QUARTER MANAGEMENT, LLC, a Utah limited liability company, as Sole Manager of WEST QUARTER LODGING I, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited liability company.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public, State of _____

Signature/Notary Page(s) to
Modification of Deed of Trust, Security Agreement
and Financing Statement and Absolute Assignment of Leases and Rents

STATE OF UTAH §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public, on this day personally appeared KEVIN S. GARN, as Manager of GARN DEVELOPMENT COMPANY, LLC, a Utah limited liability company, as Manager of WEST QUARTER MANAGEMENT, LLC, a Utah limited liability company, as Sole Manager of WEST QUARTER LODGING I, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited liability company.

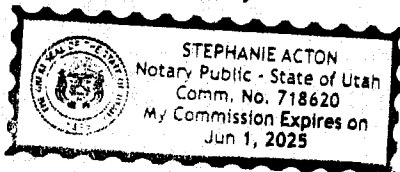
Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public, State of _____

STATE OF UTAH §
COUNTY OF Salt Lake §

Before me, the undersigned authority, a Notary Public, on this day personally appeared PAUL W. RITCHIE, as Manager of THE RITCHIE GROUP, L.C., a Utah limited liability company, as Manager of WEST QUARTER MANAGEMENT, LLC, a Utah limited liability company, as Sole Manager of WEST QUARTER LODGING I, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of said limited liability company.

Given under my hand and notarial seal this 10th day of December, 2022.



Stephanie Acton
Notary Public, State of Utah

Signature/Notary Page(s) to
Modification of Deed of Trust, Security Agreement
and Financing Statement and Absolute Assignment of Leases and Rents

BENEFICIARY:

AMERICAN NATIONAL INSURANCE COMPANY,
a Texas insurance company

By: *Scott F. Brast*

Name: **Scott F. Brast**

Title: **SVP & Chief ML&RE Investment Officer**

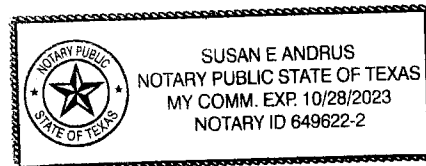
STATE OF TEXAS)

COUNTY OF GALVESTON)

The foregoing instrument was acknowledged before me this 14th day of December 2022, by **Scott F. Brast** **SVP & Chief ML&RE Investment Officer** of AMERICAN NATIONAL INSURANCE COMPANY, a Texas insurance company, on behalf of such insurance company.

Susan E. Andrus
Notary Public

My Commission Expires: 10/28/2023 [SEAL]



THIS INSTRUMENT PREPARED BY:

Ian T. Ferguson
Greer, Herz, and Adams, LLP
2525 South Shore Blvd., Suite 203
League City, Texas 77573

Signature/Notary Page(s) to
Modification of Deed of Trust, Security Agreement
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EXHIBIT "A"

MORTGAGED PREMISES

PARCEL 1:

UNIT B AND UNIT P1, THE WEST QUARTER PHASE 1 CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS SUCH PROJECT IS IDENTIFIED IN THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND BYLAWS, RECORDED JUNE 17, 2021 AS ENTRY NO. 13693888 IN BOOK 11192 AT PAGE 4728 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER (AS SAID DECLARATION MAY HERETOFORE HAVE BEEN AMENDED OR SUPPLEMENTED), AND IN THE CONDOMINIUM PLAT, RECORDED JUNE 17, 2021 AS ENTRY NO. 13693887 IN BOOK 2021P AT PAGE 162 OF THE OFFICIAL RECORDS (AS SAID PLAT MAY HERETOFORE HAVE BEEN AMENDED OR SUPPLEMENTED);

TOGETHER WITH THE LIMITED COMMON AREAS, IF ANY, APPURTENANT TO SUCH UNITS, AND (i) A 40.10% UNDIVIDED INTEREST IN THE COMMON AREAS APPURTENANT TO UNIT B, AND (ii) A 10.00% UNDIVIDED INTEREST IN THE COMMON AREAS APPURTENANT TO UNIT P1, AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION.

TAX PARCEL NOS.: 15-01-208-003-0000, 15-01-208-004-0000, 15-01-208-001-0000

PARCEL 2:

A RIGHT-OF-WAY AND EASEMENT FOR VEHICULAR INGRESS AND EGRESS ON, OVER AND ACROSS THE FOLLOWING REAL PROPERTY IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED ON AUGUST 2, 2019 AS ENTRY NO. 13043865 IN BOOK 10811 AT PAGE 8903 OF THE OFFICIAL RECORDS, AS SUCH RIGHT-OF-WAY AND EASEMENT MAY BE RELOCATED IN ACCORDANCE WITH PARAGRAPH 2.2 OF SAID DECLARATION:

A NON-EXCLUSIVE ACCESS EASEMENT, 26 FT. WIDE, OVER A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLB&M, CROSSING A PORTION OF BLOCK 67, PLAT "A" SALT LAKE CITY SURVEY. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°01'01" WEST 792.14 FEET MEASURED BETWEEN THE BRASS PIN WELL MONUMENT AT THE INTERSECTION OF 200 SOUTH AND 300 WEST STREETS AND THE BRASS CAP WELL MONUMENT IN THE INTERSECTION OF 100 SOUTH AND 300 WEST STREETS. THE CENTERLINE OF SAID 26 FT. WIDE EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 67, SAID POINT OF BEGINNING BEING SOUTH 00°01'01" EAST 67.79 FEET AND NORTH 89°58'59" EAST 69.60 FEET, AND SOUTH 00°06'26" WEST 172.46 FEET FROM THE SAID 100 SOUTH AND 300 WEST STREETS INTERSECTION MONUMENT: THENCE SOUTH 89°34'47" EAST 92.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 5.91 FEET ALONG THE ARC OF A 32.00 FT. RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 0°25'13" WEST WITH DELTA 10.59° (CHORD BEARING SOUTH 84°17'10" EAST); THENCE SOUTH 78°59'33" EAST 101.50 FEET; THENCE SOUTH 78°59'33" EAST 28.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 5.13 FEET ALONG THE ARC OF A 39.00 FT. RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 10°42'20" WEST WITH DELTA 7.54° (CHORD BEARING SOUTH 75°31'29" EAST); THENCE CONTINUING SOUTHEASTERLY 33.18 FEET ALONG THE ARC OF A 39.00 FT. RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 18°14'43" WEST WITH DELTA 48.74° (CHORD BEARING SOUTH 47°23'00" EAST); THENCE SOUTH 23°18'26" EAST 104.68 FEET; THENCE NORTH 23°18'26" WEST 24.68 FEET; THENCE SOUTH 89°55'13" EAST 374 FEET MORE OR LESS TO THE EAST LINE OF SAID BLOCK 67

Exhibit "A" to Modification of Deed of Trust, Security Agreement
and Financing Statement and Absolute Assignment of Leases and Rents

AND THE POINT OF TERMINUS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS APPURTENANT TO PARCEL 1 AS SET FORTH IN THAT CERTAIN MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED APRIL 29, 2021 AS ENTRY NO. 13648290 IN BOOK 11166 AT PAGE 1459 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, AS AFFECTED BY THAT CERTAIN JOINER TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED DECEMBER 23, 2021 AS ENTRY NO. 13854937 IN BOOK 11286 AT PAGE 5958 IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Exhibit "A" to Modification of Deed of Trust, Security Agreement
and Financing Statement and Absolute Assignment of Leases and Rents