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07/23/2025 01:10 PM By: tpham 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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Comerica Bank
P.O. Box 650282
Dallas, Texas 75265-0282
Attention: Commercial Lending Services, Mail Code 6514

APN: 08-36-178-006-0000, 08-36-178-007-0000, 08-36-380-001-0000 and 08-36-157-001-0000 (formerly 08-36-503-052-0000, 08-36-326-001-0000, and 08-36-326-004-0000)

First American Title
National Commercial Services
NCS File # 976618

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FIRST MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

This First Modification of Deed of Trust, Security Agreement and Financing Statement (this "**Modification**") is executed on the dates set forth in the acknowledgments below to be effective as of July 22, 2025 (the "**Effective Date**") by **SLC CAMBER, LLC**, a Delaware limited liability company (called the "**Trustor**" and "**Debtor**"), and **Comerica Bank**, a Texas banking association, in its capacity as Administrative Agent, for the ratable benefit of itself and the other Lenders, as defined in the Loan Agreement (called the "**Beneficiary**" and "**Secured Party**").

RECITALS

- A. Trustor, Beneficiary, and the Lenders executed that certain Construction Loan Agreement dated as of September 8, 2021, as amended by that certain First Modification of Loan Documents dated as of May 5, 2023, that certain Second Modification of Loan Documents dated as of July 22, 2024, and that certain Third Modification of Loan Documents dated as of the Effective Date (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Lenders have established a construction loan credit facility in favor of Trustor, as borrower.
- B. In conjunction with the execution and delivery of the Loan Agreement, and in order to satisfy a condition set forth therein, Trustor executed and delivered that certain Deed of Trust, Security Agreement and Financing Statement, dated as of September 8, 2021, naming First American Title Insurance Company as Trustee and naming Agent, for the ratable benefit of itself and the other Lenders, as Beneficiary and Secured Party, which Deed of Trust has been recorded as Entry Number 13767174 in Book 11235, Page 5688-5718 with the Office of the Salt Lake County Recorder ("**Official Records**"), encumbering those certain tracts or parcels of real property (including all improvements thereon) situated in Salt Lake

County, Utah, as more fully described on **Exhibit A** attached hereto and incorporated herein (the "**Property**") to secure the Indebtedness described therein (as amended, restated or otherwise modified from time to time, the "**Deed of Trust**").

- C. Trustor has requested that Beneficiary and the Lenders extend the initial maturity date of the Notes and make certain modifications to the Deed of Trust, and Beneficiary and the Lenders are willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Trustor, for the benefit of the Trustee, Beneficiary and the Lenders, hereby agrees as follows:

AGREEMENT

1. **Defined Terms.** All capitalized terms in this Modification that are not otherwise defined herein shall have the meaning ascribed to such terms in the Deed of Trust.

2. **Modifications to Deed of Trust.**

(a) Section 2.1(a) of the Deed of Trust is hereby amended by deleting the reference to "forty-eight (48) months" in such section and inserting "fifty-two (52) months" in lieu thereof.

(b) A new subsection (dd) is hereby added to Section 4.1 of the Deed of Trust to read as follows:

(dd) **Tier-1 Marijuana-Related Business.** So long as Beneficiary and the Lenders shall have any commitment or obligation, if any, to make or extend any loans to or in favor of Trustor, and/or so long as any Indebtedness remains unpaid and outstanding, Trustor covenants and agrees that it shall not: (i) operate or otherwise be involved in a Tier 1 Marijuana-Related Business (as defined below); (ii) use the proceeds from any loans extended by Beneficiary or any Lender for investment in any Tier 1 Marijuana-Related Business; (iii) pledge as collateral to or in favor of Beneficiary or any Lender, any stock or other investments in any Tier 1 Marijuana-Related Business; (iv) deposit in any account maintained with Beneficiary or any Lender, funds derived from a Tier 1 Marijuana-Related Business; and/or (v) lease all or a portion of the Trust Property to a tenant involved in a Tier 1 Marijuana-Related Business. The term "Tier 1 Marijuana-Related Business", as used herein, shall mean a business that (A) is involved in growing, storing, processing, manufacturing, distributing, transporting or dispensing marijuana plants, oils or edibles, or (B) derives twenty-five (25%) or more of their total revenue from supporting marijuana-related businesses (e.g.,

landlord, attorney, payroll provider, security, advertising, lighting, fertilizer, consultant or financial planner).

(c) Section 9.21 of the Deed of Trust is hereby amended and restated in its entirety as follows:

Section 9.21 GOVERNING LAW; VENUE. (a) TRUSTOR AGREES THAT THE VALIDITY OF THIS DEED OF TRUST, ALL LOAN DOCUMENTS, AND ALL OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED TO THIS DEED OF TRUST (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN SUCH LOAN DOCUMENT OR OTHER DOCUMENT, INSTRUMENT OR AGREEMENT IN RESPECT OF SUCH LOAN DOCUMENT, DOCUMENT, INSTRUMENT OR AGREEMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS EXCEPT TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, AND FORECLOSURE OF LIENS AND SECURITY INTERESTS, AND ENFORCEMENT OF THE RIGHTS AND REMEDIES, AGAINST THE TRUST PROPERTY, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH THE TRUST PROPERTY IS LOCATED (THE "PROPERTY JURISDICTION"), AND THE PERFECTION, THE EFFECT OF PERFECTION AND NON-PERFECTION AND FORECLOSURE OF SECURITY INTERESTS ON PERSONAL PROPERTY, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION DETERMINED BY THE CHOICE OF LAW PROVISIONS OF THE UNIFORM COMMERCIAL CODE IN EFFECT FOR THE JURISDICTION IN WHICH TRUSTOR IS ORGANIZED.

(b) EXCEPT AS EXPRESSLY PROVIDED BELOW WITH RESPECT TO THIS DEED OF TRUST, TRUSTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL COURT OR STATE COURT SITTING IN DALLAS, TEXAS (AND ANY APPELLATE COURT THEREOF) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT OR ANY OTHER DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED TO THIS DEED OF TRUST, (II) AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT, (III) WAIVES ANY OBJECTION TO THE

LAYING OF VENUE OF ANY SUCH SUIT OR PROCEEDING IN ANY SUCH COURT, AND (IV) CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY COURT IN OR OF THE STATE OF TEXAS BY THE DELIVERY OF COPIES OF SUCH PROCESS TO TRUSTOR AT ITS ADDRESS SPECIFIED ON SCHEDULE 12.7 OF THE LOAN AGREEMENT OR BY CERTIFIED MAIL DIRECTED TO SUCH ADDRESS (OR, IN ANY CASE, ANY OTHER ADDRESS DESIGNATED BY TRUSTOR IN A NOTICE TO BENEFICIARY). NOTHING IN THIS PARAGRAPH SHALL LIMIT OR OTHERWISE AFFECT THE RIGHT OF BENEFICIARY OR SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY SUCH ACTION OR PROCEEDING AGAINST TRUSTOR OR ANY OF ITS PROPERTY IN ANY COURT OF ANY OTHER JURISDICTION.

(d) Exhibit A to the Deed of Trust is hereby amended and restated as the **"Amended and Restated Legal Description"** attached hereto as Exhibit A. All other references in the Deed of Trust to the legal description of the land or real property collateral securing the Indebtedness shall hereby be deemed to refer to the **"Amended and Restated Legal Description"** attached hereto as Exhibit A.

3. Continuing Validity. The Deed of Trust, as amended herein, continues to be in full force and effect. Nothing herein contained shall affect or impair the validity or priority of the lien and security interests granted by the Deed of Trust. The Deed of Trust, as amended herein, and the Notes and the other Loan Documents remain in full force and effect and are hereby ratified, renewed and affirmed. This Modification shall not constitute a novation or have the effect of discharging any liability or obligation evidenced by the Deed of Trust or the other Loan Documents. From and after the Effective Date, all references to the Deed of Trust shall mean the Deed of Trust as amended by this Modification.

4. Waiver of Claims and Acknowledgments by Trustor. Except as otherwise specified herein, the terms and provisions hereof will in no manner impair, limit, restrict or otherwise affect the obligations of Trustor or any other party obligated in connection with the Indebtedness, as evidenced by the Loan Documents. Trustor hereby acknowledges, agrees, represents and warrants that the Loan Documents are not released, diminished or impaired in any way by this Modification or the transactions contemplated hereby. Trustor, for itself and its heirs, legal representatives, successors and assigns, hereby waives, releases, and forever discharges Beneficiary, each Lender, Beneficiary's and each Lender's employees, officers, directors, attorneys, stockholders and agents, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Trustor has or may have had at any time up through and including the Effective Date, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Trustor or whether any such claims, causes of action, allegations or assertions arose as result of Beneficiary's or any Lender's actions or omissions in connection with the Loan Documents, this Modification, or any extensions or modifications thereof, or Beneficiary's administration of the debt evidenced by the Loan Documents or otherwise, **INCLUDING**

ANY CLAIMS, CAUSES OF ACTION, ALLEGATIONS OR ASSERTIONS RESULTING FROM BENEFICIARY'S OR ANY LENDER'S OWN NEGLIGENCE.

5. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SECTION 9.21 OF THE DEED OF TRUST (AS AMENDED HEREIN).

6. Severability. The invalidity, illegality or unenforceability of any provision of this Modification shall not affect or impair the validity, legality or enforceability of the remainder of this Modification, and to this end, the provisions of this Modification are declared to be severable.

7. Counterparts. This Modification may be executed in any number of counterparts, each of which shall be considered an original for all purposes; *provided, however,* that all such counterparts shall together constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Modification is executed by Trustor on the date set forth in the below acknowledgment to be effective as of the Effective Date.


TRUSTOR:

SLC CAMBER, LLC, a Delaware limited liability company

By: SLC Camber JV Holdings, LP, a Delaware limited partnership, its sole member

By: ERG SLC Camber Investors, Ltd., a Texas limited partnership, its general partner

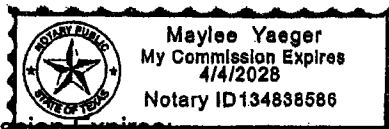
By: EOP II SUB GP TWO, LLC, a Texas limited liability company, its general partner

By: 
Name: Charles A. Marsh
Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

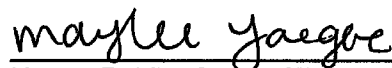
This instrument was acknowledged before me on the 16 day of June, 2025, by Charles A. Marsh, the Executive Vice President of EOP II GP TWO, LLC, a Texas limited liability company, general partner of ERG SLC Camber Investors, Ltd., a Texas limited partnership, general partner of SLC Camber JV Holdings, LP, a Delaware limited partnership, sole member of SLC CAMBER, LLC, a Delaware limited liability company, for the purposes set forth herein on behalf of said limited liability company.

[S E A L]



My Commission Expires:

04/04/2028


Notary Public, State of Texas

maylee yaeger
Printed Name of Notary Public

BENEFICIARY:

COMERICA BANK, as Administrative Agent

By: Elaine K. Houston
Name: Elaine K. Houston
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of July, 2025, by Elaine K. Houston, Vice President of COMERICA BANK, a Texas banking association, for the purposes set forth herein on behalf of said banking association.

[S E A L]

My Commission Expires:

6-21-27

Karen J. Lopez
Notary Public, State of Texas

KAREN J. LOPEZ
Printed Name of Notary Public

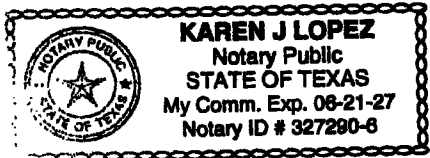


Exhibit A

Amended and Restated Legal Description

The Land is described as follows: Real property in the County of Salt Lake, State of UT, described as follows:

LOTS 1, 2, 3 AND 4, ICEHOUSE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 8, 2022, AS ENTRY NO. 14013062 IN BOOK 2022 AT PAGE 210 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Tax ID No. 08-36-178-006-0000, 08-36-178-007-0000, 08-36-380-001-0000 and 08-36-157-001-0000