

Tax Serial Number:
02:029:0011

RECORDATION REQUESTED BY:
Capital Community Bank
Sandy Office
9080 South Village Shop Drive
Sandy, UT 84094

WHEN RECORDED MAIL TO:
Capital Community Bank
Sandy Office
9080 South Village Shop Drive
Sandy, UT 84094

SEND TAX NOTICES TO:
Wasatch Place LLC
42 N 200 E STE 200
American Fork, UT 84003

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 21, 2017, is made and executed between Wasatch Place, LLC ("Trustor") and Capital Community Bank, whose address is Sandy Office, 9080 South Village Shop Drive, Sandy, UT 84094 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 15, 2016 (the "Deed of Trust") which has been recorded in Utah County, State of Utah, as follows:

Recorded on Mar 16, 2016 by the Utah County Recorder as entry number 22102:2016 PG 1 of 11.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Utah County, State of Utah:

Parcel 1:

Commencing 220 feet North of the Southwest corner of Block 16, Plat "A", American Fork City Survey of Building Lots; thence East 162.04 feet; thence North 110 feet; thence West 162.04 feet; thence South 110 feet to the point of beginning.

Parcel 1A:

Together with the beneficial interest in and to that certain Cross Easement Agreement recorded February 06, 2004, as Entry No. 13648:2004, of Official Records.

The Real Property or its address is commonly known as 42 North 200 East, American Fork, UT 84003. The Real Property tax identification number is 02:029:0011.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

Principal decrease from \$4,000,000.00 to \$2,222,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all

COURTESY RECORDING

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 50074732

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parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 21, 2017.

TRUSTOR:

WASATCH PLACE LLC

By: [Signature]
Ryan Fuller, Member/Manager of Wasatch Place LLC

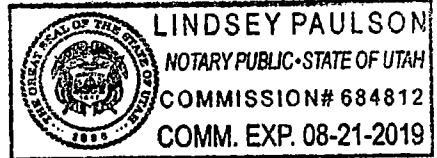
LENDER:

CAPITAL COMMUNITY BANK

X [Signature]
Steve Carlston, Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Salt Lake) SS
)



On this 21 day of August, 20 17, before me, the undersigned Notary Public, personally appeared Ryan Fuller, Member/Manager of Wasatch Place LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of UT

Residing at Utah
My commission expires 08-21-2019

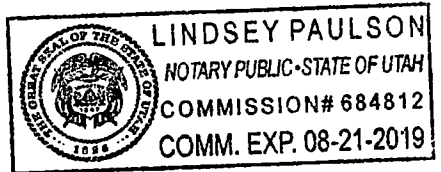
Loan No: 50074732

MODIFICATION OF DEED OF TRUST
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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 21 day of Utah, 20 17, before me, the undersigned Notary Public, personally appeared Steve Carlston and known to me to be the Loan Officer, authorized agent for Capital Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Community Bank, duly authorized by Capital Community Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Capital Community Bank.

By Lindsey Paulson
Notary Public in and for the State of UT

Residing at Utah
My commission expires 08-21-2019