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1/23/2012 2:20:00 PM \$20.00
Book - 9984 Pg - 9431-9436
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

After Recording Mail To:

U.S. Bank National Association
10800 NE 8th Street, Suite 550
Bellevue, Washington 98004
Attention: Erik Busse

369764 WA

FIRST AMENDMENT TO DEED OF TRUST

Coversheet Recording Information:

Reference Number of Document Amended:

Entry No. 10561293, Book – 9658, Page – 6383-6417

TRUSTOR: J.I.C. LLC, a Washington limited liability company

BENEFICIARY U.S. BANK NATIONAL ASSOCIATION, a national
(Beneficiary): banking association

TRUSTEE: FIRST AMERICAN TITLE INSURANCE
COMPANY

LEGAL DESCRIPTION: The complete legal description in on Exhibit A of the
original instrument

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

~~15-03-101-025-0000~~
15-03-101-026-0000

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust (this "Amendment"), dated as of December 21, 2011, is made with respect to that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of November 14, 2008 and recorded under Salt Lake County, Utah Entry No. 10561293, in Book 9658 at Page 6383-6417 (as amended from time to time, the "Deed of Trust"), granted by J.I.C. LLC, a Washington limited liability company, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee for the benefit of U.S. BANK NATIONAL ASSOCIATION, as Beneficiary. As used herein, capitalized terms shall have the meanings given to them in the Deed of Trust, except as otherwise defined herein, or as the context otherwise requires.

AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

1. The Deed of Trust is hereby amended to reflect that the Loan Agreement has been amended by that certain Second Amendment to Loan Agreement dated of even date herewith.
2. Except as set forth herein, all of the terms and conditions of the Deed of Trust, as amended, shall remain in full force and effect and are hereby ratified and affirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the day and year first above written.

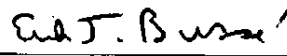
TRUSTOR:

J.I.C. LLC, a Washington limited liability company

By: 
Jonathon D. Diamond, Manager

BENEFICIARY:

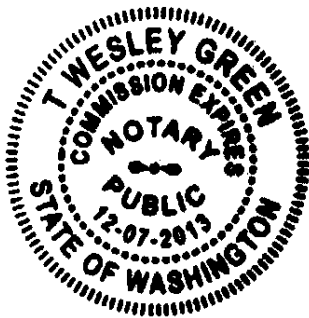
U.S. BANK NATIONAL ASSOCIATION

By 
Name: Erik J. Busse
Title: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Jonathon D. Diamond is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of J.I.C. LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Handwritten Signature]
(Signature of Notary)

T Wesley Green
(Print or stamp name of Notary)

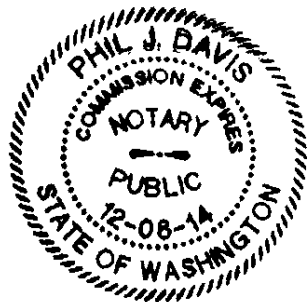
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 12-07-2013

STATE OF WASHINGTON)

COUNTY OF King) ss.

On this 21st day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Erik T. Bussé, to me known to be the person who signed as Erik T. Bussé, Vice Pres. of U.S. BANK NATIONAL ASSOCIATION, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that Erik T. Bussé was authorized to execute said instrument on behalf of the national banking association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]
(Signature of Notary)
Phil J. Davis
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle, WA
My appointment expires: 12-8-14

**EXHIBIT A
to Deed of Trust**

Legal Description

The Land is located in Salt Lake County, Utah, and is legally described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°00'44" EAST 33.27 FEET; THENCE NORTH 89°56'42" EAST 78.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°56'42" EAST 280.18 FEET; THENCE NORTH 00°03'18" WEST 33.27 FEET; THENCE SOUTH 89°56'42" WEST 26.17 FEET; THENCE NORTH 00°11'08" WEST 298.49 FEET; THENCE NORTH 19°39'22" WEST 15.00 FEET; THENCE NORTH 00°11'08" WEST 360.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°58'38" EAST 15.50 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°11'08" EAST 360.00 FEET; THENCE SOUTH 19°39'22" EAST 15.00 FEET; THENCE SOUTH 00°11'08" EAST 115.96 FEET; THENCE NORTH 89°58'38" EAST 156.17 FEET; THENCE NORTH 00°03'01" EAST 280.09 FEET; THENCE NORTH 89°58'38" EAST 175.20 FEET; THENCE NORTH 00°11'08" WEST 210.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY NORTH TEMPLE STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°58'38" EAST 301.21 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°00'43" EAST 672.30 FEET; THENCE NORTH 89°56'42" EAST 307.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ORANGE STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 00°03'08" EAST 333.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°57'38" WEST 672.39 FEET; THENCE SOUTH 14°26'08" EAST 330.19 FEET; THENCE SOUTH 89°59'16" WEST 247.56 FEET; THENCE NORTHWESTERLY 241.64 FEET ALONG THE ARC OF A 1015.92 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 46°56'43" WEST 241.07 FEET); THENCE NORTHWESTERLY 499.01 FEET ALONG THE ARC OF A 1105.92 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 23°10'21" WEST 494.79 FEET) MORE OR LESS TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
1925 West North Temple Street
Salt Lake City, UT 84116