

*MAT #33220-5*  
**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

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3/14/2014 9:51:00 AM \$31.00  
Book - 10217 Pg - 1053-1062  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 10 P.

Tax Parcel No. *16-06-107-004; 031; 032; 033;  
035; 036; 037*

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

THIS AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "*Amendment*") is made as of March 13, 2014, by and among BOYER QC HOLDINGS, L.C., a Utah limited liability company ("*Trustor*"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("*Beneficiary*").

### **RECITALS:**

A. Beneficiary extended a loan to Trustor and **THE BOYER COMPANY, L.C.**, a Utah limited liability company (collectively, "*Borrower*"), in the original principal amount of \$22,550,500.00 (the "*Loan*"), which Loan is evidenced by a certain Promissory Note dated December 19, 2012 from Borrower in favor of Beneficiary (the "*Note*"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Note.

B. The obligations of Borrower under the Note are secured by, *inter alia*, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 19, 2012 from QC Holdings, as trustor, in favor of the trustee named therein for the benefit of Lender, as beneficiary, and recorded on December 21, 2012 as Entry No. 11541426, in the official records of Salt Lake County, Utah (the "*Deed of Trust*"). The Deed of Trust encumbers certain real property located in Salt Lake County, Utah, as more particularly described in **Exhibit A** of the Deed of Trust and attached hereto (the "*Property*").

C. In accordance with that certain Second Modification Agreement between Borrower and Beneficiary, as lender, dated of approximately even date herewith (the "*Modification Agreement*"), Borrower and Beneficiary have agreed to modify and amend the Loan and Loan Documents to, among other things, increase the maximum principal amount of the Loan to \$31,800,000.00.

D. Concurrently with the modification of the Loan and Loan Documents pursuant to the Modification Agreement, Trustor and Beneficiary desire to give notice that the Note and other Loan Documents have been amended, and to amend the Deed of Trust, as more particularly set forth herein.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Trustor and Beneficiary agree as follows:

1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the Recitals above.

2. Notice of Amendment; Amendment of Deed of Trust.

(i) Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification Agreement.

(ii) All references in the Deed of Trust to the maximum principal amount of the Loan are amended to refer to a Loan and Note in the principal amount of THIRTY ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$31,800,000.00). The Deed of Trust as amended shall continue to secure all obligations of Borrower under the Loan Agreement, Note and other Loan Documents. The foregoing shall be cumulative with all currently secured obligations.

(iii) The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Agreement.

3. Not a Novation. The parties each agree and acknowledge that the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

4. Ratification of Deed of Trust. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

5. Release and Discharge. Trustor fully, finally, and forever releases and discharges Beneficiary and its successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Beneficiary in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

6. Miscellaneous. Except for the amendments above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.

8. Choice of Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

9. Binding Effect. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of, Trustor and Beneficiary and their respective successors and assigns.

10. Ratification. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect.

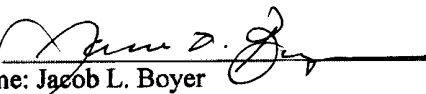
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IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the day and year first above written.

**TRUSTOR:**

**BOYER QC HOLDINGS, L.C.**  
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company,  
its manager

By:   
Name: Jacob L. Boyer  
Title: Manager

**BENEFICIARY:**

**KEYBANK NATIONAL ASSOCIATION**  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**TRUSTOR:**

**BOYER QC HOLDINGS, L.C.**  
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
a Utah limited liability company,  
its manager

By: \_\_\_\_\_  
Name: Jacob L. Boyer  
Title: Manager

**BENEFICIARY:**

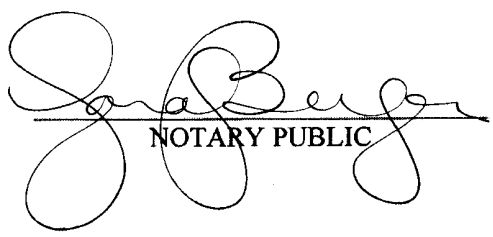
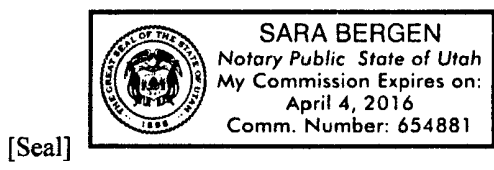
**KEYBANK NATIONAL ASSOCIATION**  
a national banking association

By: \_\_\_\_\_  
Name: JAMES A. ENDRIZZI  
Its: SVP

STATE OF UTAH                    )  
  : ss.  
County of SALT LAKE            )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2014, by Jacob L. Boyer, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOYER QC HOLDINGS, L.C., a Utah limited liability company, for and on behalf of said company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss.  
County of \_\_\_\_\_            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of February, 2014, by \_\_\_\_\_, a \_\_\_\_\_ of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, for and on behalf of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC

[Seal]

STATE OF UTAH                    )  
  : ss.  
County of SALT LAKE            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2014, by Jacob L. Boyer, a manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the manager of BOYER QC HOLDINGS, L.C., a Utah limited liability company, for and on behalf of said company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

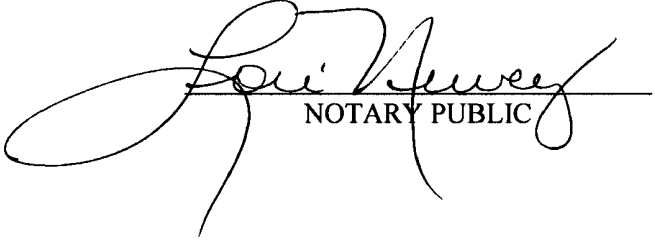
\_\_\_\_\_  
NOTARY PUBLIC

[Seal]

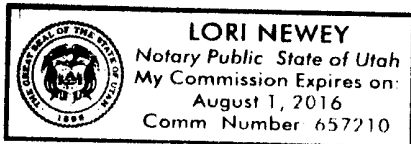
STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2014, by James A. Endrizzi, a Sr. Vice President of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, for and on behalf of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC

[Seal]



**EXHIBIT A**  
**LEGAL DESCRIPTION**

That certain real property located in Salt Lake County, State of Utah and described as follows:

[See Attached.]



**Parcel 1:**

**Parcel 1 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at page 3337 of official records, and further being described as follows:**

**Beginning at a point on the South line of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being North 89°58'22" East 408.50 feet along the said South line from the Southwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 476.60 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running thence North 0°01'43" West 247.50 feet; thence North 89°58'22" East 86.50 feet; thence North 0°01'43" West 12.50 feet; thence North 89°58'22" East 165.00 feet to the West line of 200 East Street; thence South 0°01'43" East 334.00 feet along the West line of said 200 East Street; thence South 89°58'22" West 88.00 feet; thence North 0°01'43" West 8.00 feet; thence South 89°58'22" West 85.50 feet; thence North 0°01'43" West 66.00 feet; thence South 89°58'22" West 78.00 feet to the point of beginning.**

**Parcel 2:**

**Beginning South 0°01'43" East 228.2 feet from Northeast Corner, Block 71, Plat A, SALT LAKE CITY SURVEY; South 0°01'43" East 6.8 feet; West 165 feet; North 6.8 feet; North 89°58'22" East 165 feet to beginning.**

**Parcel 3:**

**Parcel 2 of THE CITY PLACE MINOR SUBDIVISION, as set forth in that certain Amended Notice of Minor Subdivision Approval recorded June 4, 2003 as Entry No. 8675652 in Book 8811 at Page 3337 of Official Records, and further described as follows:**

**Beginning at the Southwest Corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, said point being on the East line of State Street and being North 0°01'43" West 165.00 feet along the East line of State Street from the Southwest Corner of Block 71, Plat "A", Salt Lake City Survey, said point of beginning also being North 0°01'43" West 227.89 feet along the monument line in State Street and North 89°58'22" East 68.10 feet from a Salt Lake City monument in the intersection of State Street and 200 South Street, and running; thence North 0°01'43" West 89.50 feet along the East line of said State Street; thence North 89°58'22" East 113.65 feet; thence North 0°01'43" West 26.00 feet; thence South 89°58'22" West 113.65 feet to the East line of said State Street; thence North 0°01'43" East 49.90 feet along the East line of said State Street; thence North 89°58'22" East 165.00 feet; thence North 0°01'43" West 73.10 feet; thence North 89°58'22" East 82.50 feet; thence North 0°01'43" West 9.00 feet; thence North 89°58'22" East 161.00 feet; thence South 0°01'43" East 247.50 feet; thence South 89°58'22" West 408.50 feet to the point of beginning.**

**Parcel 4:**

**Beginning at the Northeast Corner of Block 71, Plat "A", SALT LAKE CITY SURVEY and running thence South 0°01'43" East along the East line of said Block 71 a distance of 228.20 feet; thence South**

89°58'22" West 165.00 feet; thence North 0°01'43" West 63.20 feet; thence South 89°58'22" West 46.00 feet; thence North 0°01'43" West 165.00 feet to the North line of said Block 71; thence North 89°58'22" East along said North line 211.00 feet to the point of beginning.

**Parcel 5:**

**Beginning 165 feet West of the Northeast Corner of Lot 7, Block 71, Plat "A", SALT LAKE CITY SURVEY, and running thence West 10.5 feet; thence South 63 feet; thence East 10.5 feet; thence North 63 feet to the point of beginning.**

**Less and excepting from the above Parcels 1 thru 5 that portion of the subject property as disclosed by that certain Special Warranty Deed recorded October 2, 2013 as Entry No. 11735616 in Book 10182 at Page 6928, being described as follows:**

**Beginning the Northeast corner of Lot 1, Block 71, Plat "A", SALT LAKE CITY SURVEY, and running thence South 0°01'43" East 74.00 feet along the West right of way of 200 East Street; thence South 89°58'22" West 88.00 feet; thence North 0°01'43" West 8.00 feet; thence South 89°58'22" West 85.80 feet; thence North 0°01'43" West 66.00 feet to a point on the North line of said Lot 1; thence South 89°58'22" West 21.30 feet along said line; thence North 0°01'43" West 216.01 feet; thence North 89°58'22" East 194.80 feet to a point on the West right of way of 200 East Street; thence South 0°01'43" East 216.01 feet along said line to the point of beginning.**

**Parcel 6:**

**Together with an easement and right of way as disclosed by that certain Special Warranty Deed recorded December 31, 2001 as Entry No. 8107848 in Book 8549 at page 1708 and mense instruments of record, being described as follows:**

**Beginning at a point 76 1/2 feet South from the Northwest Corner of Lot 4, Block 71, Plat "A", SALT LAKE CITY SURVEY; and running thence East 100 feet; thence North 3 feet; thence East 147 1/2 feet; thence North 10 1/2 feet; thence East 247 1/2 feet; thence South 39 feet; thence West 247 1/2 feet; thence North 10 1/2 feet; thence West 147 1/2 feet; thence North 3 feet; thence West 100 feet; thence North 12 feet to the point of beginning.**

**Parcel 7:**

**Beginning at a point 49 and half feet South of the Northwest corner of Lot 3, Block 71, Plat "A", SALT LAKE CITY SURVEY, thence South 26 feet; thence East 113.65 feet; thence North 26 feet; thence West 113.65 feet to the point of beginning.**