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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

Tax Serial Number:
28-30-151-063-000

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Zions First National Bank
Corporate Commercial Lending
1 South Main, Suite 300
Salt Lake City, UT 84133-1109

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

137254-DTB

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 3, 2020, is made and executed between Black Clover Enterprises, LLC, whose address is 12059 South State Street #106, Draper UT 84020 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Corporate Commercial Lending, 1 South Main, Suite 300, Salt Lake City, UT 84133-1109 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 15, 2017 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

December 19, 2017 as Entry No. 12683009.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 12059 South State Street, Draper UT 84020. The Real Property tax identification number is 28-30-151-063-0000.

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

The principal amount of the Note is increased pursuant to the terms of that certain Eighth Loan Modification Agreement dated of even date herewith, reflecting a total principal amount of \$2,800,000.00.

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 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.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

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 DECEMBER 3, 2020.

TRUSTOR:

Black Clover Enterprises, LLC

X [Signature]
Authorized Officer

LENDER:

ZIONS BANCORPORATION, N.A. DBA, ZIONS FIRST NATIONAL BANK

X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)

) SS

COUNTY OF Salt Lake)

On this ^{3rd} ~~November~~ December, 2020, before me, the undersigned Notary Public, personally appeared Matthew Lientie and known to me to be the manager, authorized agent for **Black Clover Enterprises, LLC** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Black Clover Enterprises, LLC**, duly authorized by **Black Clover Enterprises, LLC** 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 **Black Clover Enterprises, LLC**.

Given under my hand and official seal this 3rd day of December, 2020.

By [Signature]

Residing at Salt Lake County

Notary Public in and for the State of Utah

My commission expires 7-6-24



LENDER ACKNOWLEDGMENT

STATE OF Utah)

) SS

COUNTY OF SALT LAKE)

On this 3rd day of December, 20 20, before me, the undersigned Notary Public, personally appeared NICK BRIFFINS and known to me to be the SVP, authorized agent for **Zions Bancorporation, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Zions Bancorporation, N.A. dba Zions First National Bank**, duly authorized by **Zions Bancorporation, N.A. dba Zions First National 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 **Zions Bancorporation, N.A. dba Zions First National Bank**.

By [Signature]

Residing at SALT LAKE COUNTY

Notary Public in and for the State of UTAH

My commission expires 7-6-24



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Lot 105, EASTGATE SUBDIVISION 2ND AMENDED, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, recorded March 14, 2018 as Entry No. 12733441 in Book 2018P at Page 145.

PARCEL 1A:

A non-exclusive easement for vehicular and pedestrian access, ingress and egress, as set forth and defined in that certain Amended and Restated Comprehensive Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded January 12, 2009 as Entry No. 10596862 in Book 9673 at Page 6168 in the office of the Salt Lake County Recorder.

PARCEL 1B:

The non-exclusive easement for ingress and egress by motor vehicles and pedestrians, and parking, as set forth and defined in that certain Reciprocal Easement and Development Agreement recorded August 10, 2010 as Entry No. 11007754 in Book 9848 at Page 850, and as the same may have been amended by that certain First Amendment to Reciprocal Easement and Development Agreement recorded January 3, 2014 as Entry No. 11784991 in Book 10203 at Page 4333 in the office of the Salt Lake County Recorder.

PARCEL 1C:

A non-exclusive easement for pedestrian and vehicular access, ingress and egress, and parking, as set forth and defined in that certain Restrictions, Easements and Maintenance Agreement recorded December 19, 2017 as Entry No. 12683008 in Book 10631 at Page 2943 in the office of the Salt Lake County Recorder.

Tax Id No.: 28-30-151-063