

Tax Serial Number:
67-057-0001, 67-057-0002

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Zions First National Bank
Dealer Admin. & Flooring Center
2452 South 3400 West
West Valley City, UT 84119

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

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 27, 2019, is made and executed between Garff Properties-Meadow Pointe, LLC, a Utah limited liability company, whose address is 111 E Broadway, Ste 900, Salt Lake City, UT 84111 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Dealer Admin. & Flooring Center, 2452 South 3400 West, West Valley City, UT 84119 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 12, 2015 (the "Deed of Trust") which has been recorded in Utah County, State of Utah, as follows:

Recorded November 13, 2015 as Entry No. 103072:2015.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Utah 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 2202 and 2302 N Ashton Blvd, Lehi, UT 84043. The Real Property tax identification number is 67-057-0001, 67-057-0002.

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

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The Section in the Deed of Trust dated November 12, 2015, entitled "The Real Property or its address" and "The Real Property tax identification number" is hereby amended and restated as shown above.

The principal amount of the Note is increased pursuant to the terms of that certain Change in Terms Agreement of even date herein reflecting a total principal amount of \$15,838,988.00..

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 SEPTEMBER 27, 2019.

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

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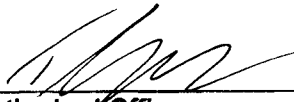
TRUSTOR:

GARFF PROPERTIES-MEADOW POINTE, LLC

By: 
John K Garff, Manager of Garff Properties-Meadow
Pointe, LLC

LENDER:

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

X 
Authorized Officer

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

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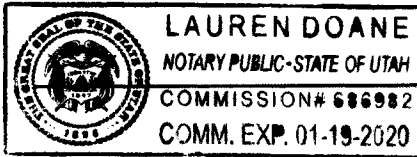
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 30th day of September, 20 19, before me, the undersigned Notary Public, personally appeared John K Garff, Manager of Garff Properties-Meadow Pointe, 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 Lauren Doane Residing at Salt Lake County
Notary Public in and for the State of Utah My commission expires 1/19/2020



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

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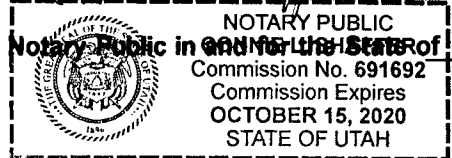
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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 2nd day of October, 20 19, before me, the undersigned Notary Public, personally appeared Thomas Vullbrecht and known to me to be the Vice President, 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 Connir L. Shaffer Residing at Salt Lake City
Connir L. Shaffer



My commission expires 10-15-2020

Exhibit A Legal Description

PARCELS 2 AND 3:

Lots 1 and 2, MEADOW POINTE SUBDIVISION PLAT "B", a Commercial Subdivision, as recorded in the office of the Utah County Recorder, State of Utah on June 13, 2019 as Entry No. 53715:2019 (Map Filing No. 16586).