

When Recorded Return To:

Meyers Roman Friedberg & Lewis
Attention: Alan N. Hirth
28601 Chagrin Boulevard, Suite 500
Cleveland, Ohio 44122

12547419
6/2/2017 10:07:00 AM \$23.00
Book - 10563 Pg - 8231-8236
Gary W. Ott
Recorder, Salt Lake County, UT
BENNETT TUELLER JOHNSON DEERE
BY: eCASH, DEPUTY - EF 6 P.

APN: 21-24-351-024-0000, 21-24-351-043-0000

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

This **FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (the "Amendment") is dated effective July 22, 2016, by and between **ATS WAREHOUSE, LLC**, a Utah limited liability company ("Trustor"), whose address is 601 West 6825 South, Midvale, Utah 84047, and **ROYAL BREEZE, LLC**, a Delaware limited liability company ("Beneficiary"), whose address is c/o National Corporate Research, 850 New Burton Road, Suite 201, Dover, Delaware 19904.

Recitals

A. Beneficiary has extended to Trustor a loan pursuant to that certain Promissory Note dated Construction Loan Agreement dated as of approximately July 21, 2016, which was secured by, among other things, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 21, 2016 given by Trustor in favor of Beneficiary and recorded on August 4, 2016 as Entry No. 12335458 in the official records of Salt Lake County, Utah (as amended, the "Deed of Trust"). The Deed of Trust encumbers certain real property located in Utah County, Utah, as more particularly described in Exhibit A of the Deed of Trust and attached hereto.

B. Greenair Inc., an Ohio corporation ("Greenair") extended a loan to Trustor (the "Loan") pursuant to that certain Demand Promissory Note in original principal amount of \$400,000, dated December, 18, 2015 (the "Note"). Greenair sold the Note to Beneficiary pursuant to that certain Note Purchase Agreement dated July 20, 2016, between Greenair and Beneficiary.

C. Trustor and Beneficiary have agreed to secure the Note, and accordingly, desire to amend the Deed of Trust so that it secures the Note, all as more particularly set forth herein.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary agree as follows:

1. Recitals. Trustor and Beneficiary hereby acknowledge the accuracy of the Recitals which are incorporated herein by reference.
2. Modifications to Deed of Trust.

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Ent 12547419 BK 10563 PG 8231

(a) Addition of Note to Secured Obligations. Section 1.2(a)(i) of the Deed of Trust is hereby amended and restated in its entirety to state as follows: “(i) Payment of all obligations at any time owing under 1. the Promissory Note of even date herewith in favor of Beneficiary (the “First Note”), payable by Trustor (the “Borrower”), as maker, in the maximum principal amount stated therein, to the order of Beneficiary; and 2. the Demand Promissory Note dated December 18, 2015 (the “Second Note” and collectively with the First Note, the “Note”) in favor of Beneficiary as successor in interest to Greenair Inc., payable by Borrower, as maker, in the maximum principal amount stated therein.

3. Governing Law. This Amendment shall be governed by the law of the State of Utah without regard to its conflicts of laws principles.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

5. Miscellaneous. Except for the amendment 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.


6. 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor and Beneficiary have caused this Amendment to be executed as of the date first above written.

TRUSTOR:

ATS WAREHOUSE, LLC
a Utah limited liability company

By: 

Name: Richard Allred
Title: Manager

BENEFICIARY:

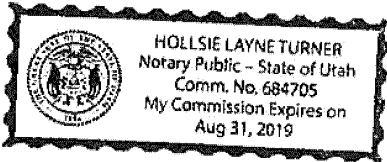
ROYAL BREEZE, LLC,
a Delaware limited liability company

By: 

Name: Paul W. Prince
Title: Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1st day of June, 2017, by Richard Allred, the manager of **ATS WAREHOUSE, LLC**, a Utah limited liability company, on behalf of such company.



[SEAL]

H Turner
NOTARY PUBLIC
Residing at salt lake

STATE OF Ohio)
)
) :ss.
COUNTY OF Lorain)

The foregoing instrument was acknowledged before me this 27th day of Aug, 2017, by Paul W. Prince, the manager of **ROYAL BREEZE, LLC**, a Delaware limited liability company, on behalf of such company.

[Signature]
NOTARY PUBLIC
Residing at 406 Pangloss

[SEAL]

Chgo Falls, 44023



ALAN N. HIRTH, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1:

Beginning at a point which is South 0°20'37" West 1497.05 feet, North 88°30' East 475.20 feet, North 88°48'20" East 131.90 feet and East 286.70 feet from the West quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 118.76 feet; thence North 73°00' East 177.36 feet; thence North 66.00 feet; thence East 66.00 feet; thence South 27°00' East 1.47 feet; thence South 25°37' West 260.96 feet; thence West 123.46 feet to the point of beginning.

Parcel 1A:

Together with a non-exclusive right of way for ingress and egress as disclosed by that certain Quit Claim Deed recorded December 21, 1994 as Entry No. 4031316 in Book 5617 at Page 452, over the following described property:

Beginning at a point on the West line of Section, said point being North 0°20'37" East 1110.45 feet from the Southwest corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, (said point being also described as 184.80 feet South and South 0°29'37" West 16.51 feet from the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 24); and running thence North 88°34'00" East 607.20 feet; thence East 405.26 feet to the West line of the Union Pacific Railroad Right of Way; thence North 25°39'16" East 18.30 feet; thence West 413.18 feet; thence South 88°34'00" West 607.10 feet; thence South 0°20'37" West 16.51 feet to the point of beginning.

Parcel 2:

A Parcel of land situate in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, said Parcel being more particularly described as follows:

Beginning at a point which is North 00°19'16" East 1094.130 feet along the Section line and North 88°32'39" East 607.826 feet and North 89°58'39" East 284.720 feet from the Southwest corner of said Section 24; thence North 00°01'21" West 32.800 feet to the Southwest corner of Parcel #3 as defined in that certain Quit Claim Deed recorded December 24, 1998 in Book 8208, Page 1188; thence North 89°58'39" East 123.978 feet along the South line of said Parcel #3 to a point on the West boundary line of the Oregon Short Line Railroad as defined in that certain Warranty Deed recorded July 28, 1904 in Book 6-R, Page 112; thence South 25°21'40" West 36.305 feet along said West line; thence South 89°58'39" West 108.415 feet to the point of beginning.

Parcel 2A:

Together with and subject to a Right of Way for roadway and utilities as disclosed by that certain Quit Claim Deed recorded November 12, 2003 as Entry No. 8888503 in Book 8909 at Page 6634 and that Affidavit recorded November 13, 2003 as Entry No. 8892230 in Book 8911 at page 94, across the following described property:

Beginning at a point which is North 00°19'16" East 1094.130 feet along the Section line and North 88°32'39" East 607.826 feet and North 89°58'39" East 32.920 feet from the Southwest corner of said Section 24; thence North 00°01'21" West 16.300 feet to a point on the South line of Parcel No. 2 as defined in that certain Warranty Deed recorded June 15, 1993 in Book 6686, Page 0405; thence North 89°58'39" East 367.949 feet along said South line to a point on the West boundary line of the Oregon Short Line Railroad as defined in that certain Warranty Deed recorded July 28, 1904 in Book 6-R, Page 112; thence South 25°21'40" West 18.042 feet along said West line; thence South 89°58'39" West 360.215 feet to the point of beginning.

Parcel ID numbers: 21-24-351-024-0000, 21-24-351-043-0000.