

Loan No. 032-1077635-01-001

ENT 61632:2016 PG 1 of 7
Jeffery Smith
Utah County Recorder
2016 Jul 06 08:48 AM FEE 23.00 BY MG
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Real Estate Banking Group Manager

THIRD SUPPLEMENTAL ASSIGNMENT OF LEASES

This Third Supplemental Assignment of Leases (the "Supplemental Assignment of Leases") is made and entered into this 29 day of June, 2016 (the "Effective Date"), by and between Block 29 Developers, LLC, a Utah limited liability company ("Borrower"), and ZB, N.A., dba Zions First National Bank ("Lender"), whose address is One South Main Street, Suite 470, Salt Lake City, Utah 84133.

RECITALS

A. Lender and Borrower entered into a Construction Loan Agreement dated December 19, 2008 (the "Loan Agreement"), whereby Lender agreed to make a loan to Borrower in the original principal amount of Seventeen Million Eight Hundred Thousand Dollars (\$17,800,000.00) (the "Loan"). Pursuant to the Fifth Loan Modification Agreement dated September 23, 2014 executed by and between Borrower and Lender, the Principal Amount of the Loan was reduced and the Loan is evidenced by a Third Renewal and Substitute Promissory Note dated September 23, 2014 executed by Borrower for the benefit of Lender, and which Third Renewal and Substitute Promissory Note is in the original principal amount of Thirteen Million Seven Hundred Eighty-Nine Thousand Two Hundred Fifty-Five Dollars (\$13,789,255.00) (the "Original Note").

B. Borrower's obligations under the Original Note are secured by the collateral described in the Assignment of Leases dated December 29, 2008 entered into between Borrower, as "Borrower" and Lender, as "Lender", and which was recorded in the office of the County Recorder of Utah County, State of Utah, on December 29, 2008, as Entry No. 134714:2008, as amended by the following: (i) a Supplemental Assignment of Leases (Financial Center Property) dated March 31, 2011 entered into between Borrower and Lender and which was recorded in the office of the County Recorder of Utah County, State of Utah, on April 26, 2011, as Entry No. 31808:2011; and (ii) a Supplemental Assignment of Leases (Financial Center Property) dated September 23, 2014 entered into between Borrower and Lender and which was recorded in the office of the County Recorder of Utah County, State of Utah, on October 14, 2014, as Entry No. 73340:2014 (collectively the "Assignment of Leases"). The Assignment of Leases encumbers real property located in Utah County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

FIRST AMERICAN TITLE

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C. In accordance with a Seventh Loan Modification Agreement dated the Effective Date, entered into between Borrower and Lender (the "Modification Agreement"), Borrower is executing a Fourth Renewal and Substitute Promissory Note dated the Effective Date, in the principal amount of Twelve Million Two Hundred Fifty-Five Thousand Dollars (\$12,255,000.00) (the "Renewal Note"), which Renewal Note replaces the Original Note.

The Loan Agreement, Renewal Note, Assignment of Leases, and all other documents defined as Loan Documents in the Loan Agreement, are hereinafter collectively referred to as the "Loan Documents".

D. Borrower and Lender now desire to amend and supplement the Assignment of Leases to modify the obligations secured thereby consistent with the Modification Agreement and the Renewal Note.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Lender agree as follows:

1. Reaffirmation of the Assignment of Leases. Borrower and Lender agree and acknowledge that it was their intention at the time of the execution of the Assignment of Leases, that the Assignment of Leases encumber the Property, and it continues to be their intention that the Assignment of Leases, as amended and supplemented by this Supplemental Assignment of Leases, continues, without interruption, to encumber the Property.

2. Amendment and Supplementation of Assignment of Leases. The Assignment of Leases is hereby amended to include in the indebtedness secured by the Assignment of Leases, the Renewal Note (which replaces the Original Note). Specifically, Recital A on Page 1 of the Assignment of Leases is hereby amended to read in its entirety as follows:

Pursuant to the Fourth Renewal and Substitute Promissory Note dated June 29, 2016 in which Borrower appears as "Borrower" and Lender appears as "Lender" and which is in the principal amount of Twelve Million Two Hundred Fifty-Five Thousand Dollars (\$12,255,000.00) (the "Note"), and pursuant to a Construction Loan Agreement dated December 19, 2008 wherein Borrower appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender has loaned the proceeds of the Note to Borrower.

3. Security. Borrower and Lender agree and acknowledge that the Original Note, as amended and restated by the Renewal Note, and all other indebtedness and obligations described in the Assignment of Leases, are secured by the Assignment of Leases, as amended and supplemented by this Supplemental Assignment of Leases.

4. **Survival of Obligations; Continuation of Terms of Loan Documents.** Lender and Borrower agree that the Assignment of Leases, together with all of Borrower's obligations thereunder, shall, except to the extent expressly modified by this Supplemental Assignment of Leases, remain in full force and effect and survive the execution of this Supplemental Assignment of Leases. Except as expressly modified by this Supplemental Assignment of Leases, all terms and conditions of the Loan Documents shall continue in full force and effect.

5. **Representations, Warranties, Covenants and Agreements.** Borrower represents, warrants, and agrees that the representations, warranties, covenants and agreements of Borrower contained in the Loan Documents (a) are true and accurate as of the date of this Supplemental Assignment of Leases, (b) are hereby remade and reaffirmed by Borrower, and (c) are in full force and effect as of the date of this Supplemental Assignment of Leases, enforceable in accordance with their terms. Borrower further represents and warrants that Borrower is not in default under any of the terms and conditions of the Loan Documents, and no conditions exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Loan Documents.

6. **Counterparts.** This Supplemental Assignment of Leases may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Supplemental Assignment of Leases shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Supplemental Assignment of Leases, and fax signatures thereon, shall have the same force, effect and legal status as an original.

7. **Defined Terms.** Unless otherwise defined in this Supplemental Assignment of Leases, capitalized terms used herein have the meanings given them in the Loan Agreement.

8. **Governing Law.** This Supplemental Assignment of Leases and all matters relating to this Supplemental Assignment of Leases shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

9. **Integrated Agreement and Subsequent Amendment.** This Supplemental Assignment of Leases, the Loan Documents, the Renewal Note, and the other agreements, documents, obligations, and transactions contemplated by the Loan Agreement and this Supplemental Assignment of Leases constitute the entire agreement between Lender and Borrower with respect to the subject matter of the agreements, and may not be altered or amended except by written agreement signed by Lender and Borrower. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

***[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]***

DATED: June 29, 2016.

BORROWER


BLOCK 29 DEVELOPERS, LLC,
a Utah limited liability company

By: Earl Corporation,
a Utah corporation,
Manager of Block 29 Developers, LLC

By: 

Bruce T. Earl,
President of Earl Corporation

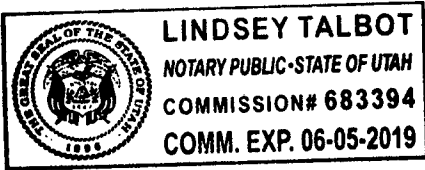
By: PEG Development, LLC,
a Utah limited liability company,
Manager of Block 29 Developers, LLC

By: 

Cameron S. Gunter,
Manager of PEG Development, LLC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

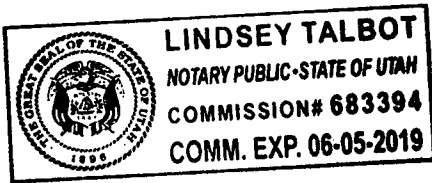
The foregoing instrument was acknowledged before me this 29 day of June, 2016, by Bruce T. Earl, President of Earl Corporation, a Utah corporation, Manager of Block 29 Developers, LLC, a Utah limited liability company.



Lindsey Talbot
NOTARY PUBLIC
Residing at: Provo, UT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

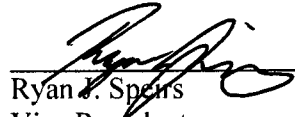
The foregoing instrument was acknowledged before me this 27 day of June, 2016, by Cameron S. Gunter, Manager of PEG Development, LLC, a Utah limited liability company, Manager of Block 29 Developers, LLC, a Utah limited liability company.



Lindsey Talbot
NOTARY PUBLIC
Residing at: Provo, UT


LENDER

ZB, N.A.,
dba Zions First National Bank

By: 
Ryan J. Speirs
Vice President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 28 day of June, 2016,
by Ryan J. Speirs, Vice President of ZB, N.A., dba Zions First National Bank.


NOTARY PUBLIC
Residing at: Utah

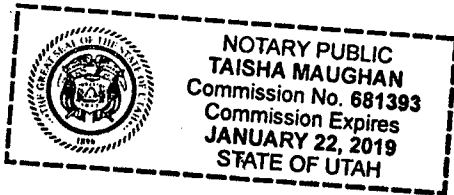


EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Utah County, State of Utah, and more particularly described as follows:

LOT 1, OF THAT CERTAIN PLAT ENTITLED "ZIONS BANK FINANCIAL CENTER" WHICH PLAT WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF UTAH, STATE OF UTAH ON NOVEMBER 25, 2008 AS ENTRY NO. 125406:2008.

A.P.N. 05-029-0004

LESS AND EXCEPTING THEREFROM UNITS 100, 300, 400, AND 410, CONTAINED WITHIN THE 200 NORTH CONDOMINIUM, A CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON FEBRUARY 11, 2010 IN UTAH COUNTY, AS ENTRY NO. 12195:2010, IN BOOK 53, AT PAGE 448 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED FEBRUARY 11, 2010 IN UTAH COUNTY, AS ENTRY NO. 12196:2010 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.