

Tax Serial Number:
15-12-278-029

RECORDATION REQUESTED BY:
BANK OF UTAH
SALT LAKE LOAN C&I
711 SOUTH STATE STREET
SALT LAKE CITY, UT 84111

WHEN RECORDED MAIL TO:
BANK OF UTAH
SALT LAKE LOAN C&I
711 SOUTH STATE STREET
SALT LAKE CITY, UT 84111

SEND TAX NOTICES TO:
Harris & Harris, L.C.
808 South Main
Salt Lake City, UT 84101

COURTESY RECORDING
THIS DOCUMENT IS BEING RECORDED SOLELY
AS A COURTESY AND AN ACCOMMODATION TO
THE PARTIES NAMED THEREIN. MT VIEW TITLE
CO. HEREBY EXPRESSLY DISCLAIMS ANY
RESPONSIBILITY OR LIABILITY FOR THE
ACCURACY OR THE CONTENT THEREOF.

11511052
11/9/2012 9:53:00 AM \$14.00
Book - 10075 Pg - 7354-7356
Gary W. Ott
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 3 P.

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 31, 2012, is made and executed between Harris & Harris, L.C., a Utah Limited Liability Company whose address is 808 South Main, Salt Lake City, UT 84101 ("Trustor") and BANK OF UTAH, whose address is SALT LAKE LOAN C&I, 711 SOUTH STATE STREET, SALT LAKE CITY, UT 84111 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated July 31, 2012 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded on 07-31-2012; as Entry No. 11441801; in Book No. 10041; on Page No. 7445-7454 in the Office of the Salt Lake County Recorder.

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

See "Exhibit A" attached hereto and made a part hereof

The Real Property or its address is commonly known as 808 South Main Street, Salt Lake City, UT 84101. The Real Property tax identification number is 15-12-278-029.

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

Removing Note paragraph as referenced on page 8 of the Deed of Trust in its entirety and replacing as follows:

Note. The word "Note" means the promissory note dated July 31, 2012, in the original principal amount of \$886,455.86 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party and it shall not be necessary for all parties to sign all counterparts. Lender may remove the signature pages from one or more counterparts and attach the same to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may effect the execution and delivery of this Agreement by signing the same and sending a signed copy thereof to Lender or its attorney by facsimile, e-mail, or other form of electronic transmission (each an "Electronic Transmission"). Any signed document sent by Electronic Transmission, including the signature thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

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 JULY 31, 2012.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 612047901

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TRUSTOR:

HARRIS & HARRIS, L.C.

By: Steve R. Harris
Steve R. Harris aka Steve Harris, Manager of Harris & Harris, L.C.

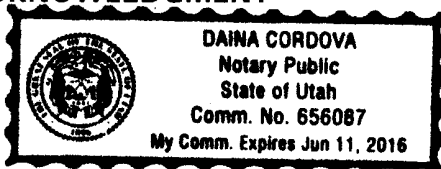
LENDER:

BANK OF UTAH

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

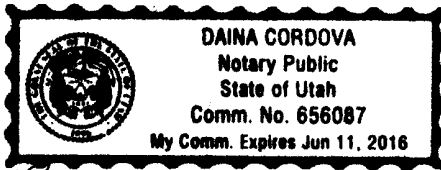


On this 5 day of November, 20 12, before me, the undersigned Notary Public, personally appeared Steve R. Harris aka Steve Harris, Manager of Harris & Harris, L.C., and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged 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: Daina Cordova Residing at SLC
Notary Public in and for the State of Utah My commission expires 6-11-16

LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)



On this 6 day of November, 20 12, before me, the undersigned Notary Public, personally appeared John Walton and known to me to be the sr. vice president, authorized agent for **BANK OF UTAH** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BANK OF UTAH**, duly authorized by **BANK OF UTAH** 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 **BANK OF UTAH**.

By: Daina Cordova Residing at SLC
Notary Public in and for the State of Utah My commission expires 6-11-16

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

Loan No: 612047901

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