

**Tax Serial Number:**  
21-36-302-017-4001,  
21-36-302-017-4002, 21-36-302-017-4003

10476150  
7/11/2008 12:11:00 PM \$18.00  
Book - 9625 Pg - 9312-9315  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**RECORDATION REQUESTED BY:**  
**BRIGHTON BANK**  
Main Office  
7101 South Highland Drive  
Salt Lake City, UT 84121

**WHEN RECORDED MAIL TO:**  
**BRIGHTON BANK**  
Main Office  
7101 South Highland Drive  
Salt Lake City, UT 84121

**SEND TAX NOTICES TO:**  
**BRIGHTON BANK**  
Main Office  
7101 South Highland Drive  
Salt Lake City, UT 84121

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated July 9, 2008, is made and executed between Parkway Associates, L.L.C., whose address is 600 West Sandy Parkway, Sandy, UT 84070; a Utah Limited Liability Company ("Trustor") and BRIGHTON BANK, whose address is Main Office, 7101 South Highland Drive, Salt Lake City, UT 84121 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated April 21, 2006 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded April 25, 2006, Entry No. 9703778, Book 9284, Page 7999.

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

See Exhibit "A", 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 600 West aka 602 West Sandy Parkway, Sandy, UT 84092. The Real Property tax identification number is 21-36-302-017-4001, 21-36-302-017-4002, 21-36-302-017-4003.

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

The principal amount has been increased to \$700,000.

**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

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

Loan No: 15-10543-0

Page 2

---

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.

**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 9, 2008.**

**TRUSTOR:**

**PARKWAY ASSOCIATES, L.L.C.**

By:   
Erica S. Nordquist, Manager of Parkway Associates, L.L.C.

**LENDER:**

**BRIGHTON BANK**

  
Authorized Officer

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 15-10543-0

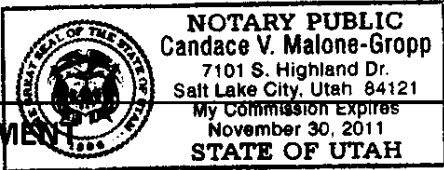
Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF SALT LAKE )

On this 10 day of July, 20 08, before me, the undersigned Notary Public, personally appeared **Erica S. Nordquist, Manager of Parkway Associates, L.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 [Signature] Residing at Salt Lake City  
Notary Public in and for the State of Utah My commission expires 11-30-2011

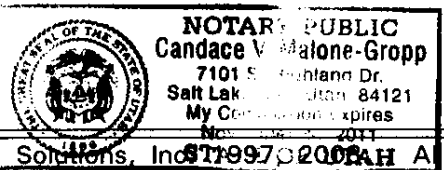


LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF SALT LAKE )

On this 10 day of July, 20 08, before me, the undersigned Notary Public, personally appeared Bruce Hunt and known to me to be the Executive V.P., authorized agent for **BRIGHTON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BRIGHTON BANK**, duly authorized by **BRIGHTON 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 **BRIGHTON BANK**.

By [Signature] Residing at Salt Lake City  
Notary Public in and for the State of Utah My commission expires 11-30-2011



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Parcel 1:

Beginning at a point on the North line of Sandy Parkway, a roadway dedicated by Entry No. 3698852, Book 82-8, on Page 65, on August 3, 1982; said point also being on the top of the back of the curb at a point North 1157.744 feet and East 482.547 feet from the Southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence North 16°32'47" West 239.388 feet; thence North 10°56'16" East 76.959 feet; thence North 28°32'28" East 142.443 feet; thence South 41°02'41" East 12.30 feet; thence North 58°44'23" East 28.00 feet; thence South 29°55'32" East 52.542 feet; thence South 89°22'00" East 141.070 feet to the Westerly Right of Way line of Allen Street; said point also being 8.50 feet West of the top of back of an existing concrete highback curb and gutter; thence South 199.170 feet along the Westerly Right of Way line of Allen Street parallel and 8.50 feet West of the existing curb and gutter; thence Southwesterly 257.398 feet along the arc of a 490.935 foot radius curve to the right (Note: chord bears South 15°01'13" West 254.46 feet) 8.50 feet West of the existing curb and gutter; thence Southwesterly 39.266 feet along the arc of a 25.00 foot radius curve to the right (Note: Chord bears South 75°02'42" West 35.352 feet): the right of way line transitions from 8.50 feet West of the existing curb and gutter to being on the back of the curb and gutter on Sandy Parkway; thence North 59°57'35" West 131.307 feet along the back of the existing concrete curb and gutter to the point of beginning. Ⓚ

Less & Excepting therefrom that certain tract of land conveyed by Warranty Deed recorded October 1, 1996 as Entry No. 6469526 in Book 7501 at page 2972 of Official Records, and being more particularly described as follows:

Beginning at a point North, 1157.744 feet and East, 482.547 feet and North 16°32'47" West, 163.645 feet from the Southwest Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Running thence North 16°32'47" West, 75.743 feet; thence North 10°56'16" East, 76.959 feet; thence North 28°32'28" East, 69.35 feet; thence South 07°07'59" West, 210.721 feet to the point of beginning.

Parcel 2:

Beginning at a point North 1157.744 feet and East 482.547 feet from the Southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point begin on the North line of Sandy Parkway Boulevard; running thence North 59°57'35" West 71.35 feet along said North line; thence North 07°07'59" East 122.095 feet; thence South 16°32'47" East 163.645 feet to the point of beginning.

Parcels 1 and 2 described above also known as Parcel Identification Numbers 21-36-302-017-4001, 21-36-302-017-4002 and 21-36-302-017-4003.

Exhibit "A"

*EM*  
**Initials**