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ENT 107396:2009 PG 1 of 6  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2009 Oct 09 12:47 pm FEE 20.00 BY SW  
RECORDED FOR HUNTON & WILLIAMS

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Hunton & Williams LLP  
Bank of America Plaza, Suite 4100  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308-2216  
Attn: John R. Schneider, Esq.

**Property Location:** 400 Dynix Drive, Provo,  
Utah County, Utah

Cross Reference : Entry No. 100519:2008  
Entry No. 62157:2009

Space above this line for recorder's use only

**SECOND AMENDMENT TO LEASEHOLD DEED OF TRUST, SECURITY  
AGREEMENT, ASSIGNMENT OF RENTS  
AND LEASES AND FIXTURE FILING**

This **SECOND AMENDMENT TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**, dated as of October 2, 2009 (this "**Second Amendment**"), is by and between **APX ALARM SECURITY SOLUTIONS, INC.**, a Utah corporation, having an address at 5132 North 300 West, Provo, Utah 84604 ("**Trustor**") and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent, Documentation Agent, Syndication Agent and Lead Arranger, having an address at 6011 Connection Drive, Irving, Texas 75039, Attention: APX Account Manager (in such capacity, together with its successors and assigns, "**Agent**" or "**Beneficiary**").

**RECITALS:**

**WHEREAS**, Trustor and Beneficiary are parties to that Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Trustor to a leasehold deed of trust trustee for the benefit of Beneficiary, dated as of September 2, 2008, recorded September 11, 2008, as Entry No. 100519:2008, in the official records of Utah County, Utah, as amended by the First Amendment thereto dated May 27, 2009, recorded June 4, 2009, as Entry No. 62157:2009, aforesaid records, encumbering the real property set forth on Exhibit A attached hereto (together with this First Amendment, as the same may be amended, restated, modified or supplemented from time to time, the "**Leasehold Deed of Trust**"), executed in connection with that certain Credit and Guaranty Agreement, dated as of May 11, 2006, as amended and restated by that certain Amended and Restated Credit and Guaranty Agreement dated as of July 10, 2008, as amended by that certain Consent and First Amendment Under

Amended and Restated Credit and Guaranty Agreement dated December 11, 2008, that certain Limited Waiver and Second Amendment to Amended and Restated Credit and Guaranty Agreement dated December 31, 2008, that certain Limited Waiver, Consent and Third Amendment to Amended and Restated Credit and Guaranty Agreement, and that certain Limited Waiver and Fourth Amendment to Amended and Restated Credit and Guaranty Agreement dated May 27, 2009, by and among Trustor, as Borrower, the guarantors named therein (“**Guarantors**”), the Lenders party thereto from time to time, and Beneficiary, as Administrative Agent, Collateral Agent, Syndication Agent and Lead Arranger (as amended, supplemented or otherwise modified from time to time prior to the date hereof the “**Credit Agreement**”), the terms defined therein and not otherwise defined herein being used herein as therein defined);

**WHEREAS**, Trustor, Guarantors, and Agent are simultaneously with the execution hereof entering into that certain Second Amended and Restated Credit and Guaranty Agreement (the “**Amended and Restated Credit Agreement**”, together with the Credit Agreement, as the same may be amended, recast, restated, renewed, replaced or extended from time to time, the “**Amended Credit Agreement**”) in order to amend certain terms and conditions of the loan described therein;

**WHEREAS**, Trustor and Agent intend that the Amended Credit Agreement continue to be secured by the Leasehold Deed of Trust, as amended hereby. All capitalized terms not defined herein shall have the meaning given in the Amended Credit Agreement; and

**NOW, THEREFORE**, for and in consideration of the premises, Ten and No/100 Dollars (\$10.00) cash in hand paid by Trustor to Agent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Agent, intending to be legally bound, hereby modify and amend the Leasehold Deed of Trust as follows:

1.

All references in the Leasehold Deed of Trust to the Credit Agreement shall be deemed to include and refer to the Amended Credit Agreement. All references in the Deed of Trust to the “Deed of Trust” shall be deemed to include the Deed of Trust as amended by this Second Amendment, or as further amended, restated, modified or supplemented from time to time.

2.

The first “**WHEREAS**” paragraph in the Recitals of the Leasehold Deed of Trust is hereby deleted and replaced in lieu thereof the following: “**WHEREAS**, reference is made to that certain Credit Agreement, dated as of May 11, 2006, as amended and restated pursuant to that certain Amended and Restated Credit and Guaranty Agreement dated July 10, 2008, as amended by that certain Consent and First Amendment Under Amended and Restated Credit and Guaranty Agreement dated December 11, 2008, that certain Limited Waiver and Second Amendment to Amended and Restated Credit and Guaranty Agreement dated December 31, 2008, that certain Limited Waiver, Consent and Third Amendment to Amended and Restated Credit and Guaranty

Agreement, that certain Limited Waiver and Fourth Amendment to Amended and Restated Credit and Guaranty Agreement dated May 27, 2009 and as amended and restated pursuant to that certain Second Amended and Restated Credit and Guaranty Agreement dated October 2, 2009 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower named therein ("Borrower"), the other Credit Parties party thereto from time to time, GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent, Documentation Agent, Co-Syndication Agent and Lead Arranger (in its capacity as Collateral Agent, "Agent") under which Lenders agreed to extend certain credit facilities to Borrower, in an aggregate principal amount of Four Hundred Twenty Million and No/100 Dollars (\$420,000,000.00)."

3.

Except as amended hereby, the Leasehold Deed of Trust shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto. This Second Amendment shall not constitute a novation of the Amended Credit Agreement, Leasehold Deed of Trust or any of the other Loan Documents executed in connection therewith.

4.

This Second Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5.


This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

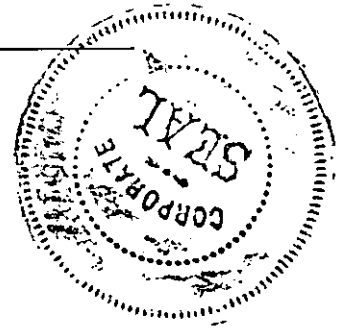
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Trustor and Agent have on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly executed and delivered by authority duly given.

**TRUSTOR:**

**APX ALARM SECURITY SOLUTIONS, INC.,**  
a Utah corporation

By:   
Name: Todd Pedersen  
Title: Chief Executive Officer



STATE OF UTAH            )  
  ) ss.  
COUNTY OF Utah        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2009 by Todd Pedersen, who did affirm that he is the authorized representative of APX Alarm Security Solutions, Inc., a Utah corporation, for purposes of executing the foregoing instrument.

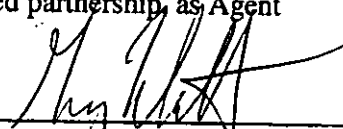


  
NOTARY PUBLIC

[Signature and Acknowledgement of Agent Appear on Following Page]

**AGENT:**

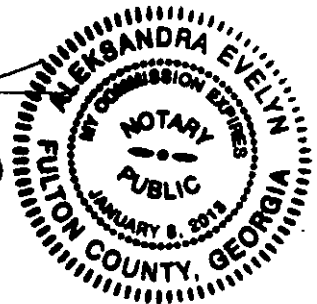
GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P., a Delaware  
limited partnership, as Agent

By:   
Name: Greg Watts  
Title: Senior Vice President

STATE OF Georgia )  
                                  ) ss.  
COUNTY OF Fulton )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2009 by Greg Watts, who did affirm that he/she is the authorized representative of Goldman Sachs Specialty Lending Group, L.P., a Delaware limited partnership, for purposes of executing the foregoing instrument.

  
NOTARY PUBLIC



**EXHIBIT A**

**400 Dynix Dr, Provo UT 84604**

All of Lot 1, Phase II, Riverwoods Research and Business Park Amended, according to the Official Plat of Utah County, Utah.

Parcel No. 51-176-0001