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4/24/2015 1:25:00 PM \$26.00  
Book - 10317 Pg - 7704-7709  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 6 P.

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

Wells Fargo Bank, National Association  
Real Estate Banking Group (AU #1074)  
299 South Main Street, 6<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Attn: Jessica Perez

Loan No. 1002255

APN: see attached

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**NEGATIVE PLEDGE AGREEMENT**

THIS NEGATIVE PLEDGE AGREEMENT ("**Agreement**") is entered into as of April 24, 2015, by and among Woodlands IV Holdings, LLC, a Utah limited liability company, each with a business address of 595 South Riverwoods Parkway, Suite 400, Logan, Utah 84321 ("**Pledgor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, whose mailing address is 299 S. Main Street, 6th Floor, Salt Lake City, Utah 84111 ("**Lender**").

**RECITALS**

- A. Pursuant to the terms of that certain Loan Agreement by and between JDJ PROPERTIES, INC., a Utah corporation, and WOODLANDS III HOLDINGS, LLC, a Utah limited liability company, and Pledgor (collectively, "**Borrower**") and Lender dated October 13, 2010 (collectively, and as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Borrower in the principal amount of THIRTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$31,500,000.00) ("**Loan**"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement.
- B. The Loan is secured by, among other things, a Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated October 13, 2010, executed by Borrower, as Trustor for the benefit of Lender, as Beneficiary, and recorded October 15, 2010, as Instrument No. 11054045 of the Office of the County Recorder of Salt Lake County, Utah ("**Security Instrument**"), which encumbers certain real property located in Salt Lake County, Utah and as more particularly described on Exhibit A attached thereto.
- C. Borrower and Lender have entered into that certain First Modification, Additional Advance and Consolidation Agreement dated of even date herewith ("**Modification Agreement**"), wherein Lender has agreed to, among other things, (i) make an additional advance on the Loan in the principal sum of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) ("**Additional Advance**") evidenced by that certain First Amended and Restated Promissory Note made by Borrower to the order of Lender in the principal sum of the Thirty-Nine Million and No/100 Dollars (\$39,000,000.00), (ii) release from the Security Instrument the portion of real property more particularly described on Exhibit A attached hereto (the "**Property**"), and (iii) release Pledgor as Borrower under the Loan Agreement and other Loan Documents.
- D. In order to induce Lender to execute and deliver the Modification Agreement and other related documents, and to provide the Additional Advance on the terms and conditions set forth therein, Lender requires Pledgor to execute and deliver this Agreement providing a "negative pledge" on the Property, as more particularly set forth below.

- E. Pledgor acknowledges and agrees that substantial benefit shall inure to such Pledgor as a result of the Modification Agreement and the Additional Advance, and that the execution, delivery and acceptance by Lender of the Modification Agreement and other related documents will be to the interest and advantage of Pledgor.
- F. Pledgor is willing to execute and deliver this Agreement.

## A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. **Negative Pledge.** Unless and until the Loan is indefeasibly paid in full and the commitment of Lender to make any additional loans and advances to Borrower under the Loan Documents has terminated or expired, Pledgor agrees (a) not to create, grant, incur, assume, consent to, engage in, or suffer to exist, any Lien (as defined below), whether voluntary or involuntary, against the Property, or any right or interest therein or appurtenant thereto and (b) not to create, grant, incur, assume, consent to, engage in, or suffer to exist, any Transfer (as defined below).
2. **Definitions.** As used herein the following terms shall have the following meanings:
  - (a) **"Lien"** means: (i) mortgage, deed of trust, pledge, lien, security interest, hypothecation, assignment, or other preferential arrangement, charge, or encumbrance, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any such asset, and (iii) any purchase option, right of first refusal or similar right of any third party; provided that, the term **"Lien"** shall not include Permitted Encumbrances.
  - (b) **"Permitted Encumbrances"** means (i) liens imposed by law for property taxes and assessments that are not yet delinquent or are being contested in good faith and in accordance with proper procedures, (ii) easements, zoning restrictions, covenants and restrictions imposed by declarations or agreements, rights of way or similar encumbrances on real property imposed by law or by recorded instruments that do not materially detract from the value of the affected property and do not secure any monetary obligations, and (iii) any Lien granted in favor of Lender.
  - (c) **"Transfer"** means (i) any sale, transfer, conveyance, hypothecation, encumbrance, lease or vesting of the Property or any part thereof or interest therein to or in any Person, whether voluntary, involuntary, by operation of law, or otherwise except the Permitted Encumbrances; (ii) any sale, transfer, assignment, conveyance, hypothecation, encumbrance or vesting of more than twenty percent (20%) of the shares of stock in any Pledgor to or in any Person, whether voluntary, involuntary, by operation of law, or otherwise; (iii) any consolidation, combination, conversion or merger of any Pledgor into or with any Person; or (iv) the execution of any agreements to do any of the foregoing.
  - (d) **"Person"** means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any limited liability company, any trust, any other legal entity, or any governmental authority.
3. **Current Lien Status Representation.** Pledgor represents and warrants that, after giving effect to the release of the Property from the Security Instrument, the Property is not subject to any Lien other than Permitted Encumbrances.
4. **Default.** If Pledgor fails to comply with this Agreement, such failure shall constitute an Event of Default under the Loan Agreement and Lender shall be entitled to exercise all of its rights and

remedies under the Loan Agreement and other Loan Documents or which may otherwise be available in law or in equity.

5. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of Utah (without regard to its conflicts of law principles).
6. Jury Waiver. PLEDGOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).
7. Successor Interest. The terms of this Agreement shall run with the Property and shall be binding upon Pledgor and upon Pledgor's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.
8. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all such counterparts together shall constitute but one agreement.
9. Change, Discharge, Termination, or Waiver. No provision of this Agreement may be changed, discharged, terminated, or waived except in writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Lender to exercise, and no delay by Lender in exercising, any right or remedy hereunder or under the law shall operate as a waiver thereof.
10. Complete Agreement. Pledgor acknowledges receipt of a completed copy of this Agreement.

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**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

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

Parcel 6A, North Tract Woodlands Business Park EAST Parcel:

Beginning at the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 0°14'13" East along the East line of 700 East Street 220.97 feet; thence South 89°57'56" East 150.00 feet; thence North 0°13'23" East 65.00 feet; thence South 89°57'38" East 110.00 feet; thence South 0°02'22" West 208.635 feet to a point on a curve to the left, the radius point of which bears South 15°30'15" East 622.03 feet; thence Southwesterly along the arc of said curve 189.008 feet; thence North 89°58'24" West 89.30 feet to the point of beginning.

Parcel 7, North Tract Woodlands Business Park Addition:

Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

Together with an Exclusive Easement for parking, pedestrian walkways, vehicular driveways and approaches, pedestrian and vehicular ingress and egress, landscaping, signage, drainage and other similar uses as granted October 25, 2005 and recorded November 08, 2005, as Entry No. 7756101, in Book 8399, at Page 8658 of Official Records over the Grantors property more particularly described as follows:

Beginning on the East line of 700 East Street at a point which lies South 0°14'13" West 287.10 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also lying South 0°14'13" West 320.10 feet and South 89°45'47" East 33.00 feet from the Salt Lake County Brasscap Monument at the intersection of 700 East and 3900 South Streets, and running thence South 80°57'38" East 149.98 feet; thence South 0°13'23" West 35.58 feet; thence North 89°57'56" West 80.00 feet; thence South 0°13'23" West 30.00 feet; thence North 89°57'56" West 70.00 feet to said East line; thence along said East line North 0°14'13" East 65.58 feet to the point of beginning.

Parcel 8A:

Beginning 187.1 feet South from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence South 100 feet; thence East 282.67 feet; thence North 1°22' West 100 feet, more or less, to a point due East from beginning; thence West 280 feet to the point of beginning.

Less and Excepting the following:

Beginning on the East line of 700 East Street at a point which lies South 0°14'13" West 187.10 feet from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, said point also lying South 0°14'13" West 220.10 feet and South 89°45'47" East 33.00 feet from the Salt Lake County Brasscap Monument at the intersection of 700 East and 3900 South Streets; and running thence South 89°57'58" East 201.00 feet to the Southeast corner of a parcel of land described in a Warranty Deed recorded as Entry No. 3908986, in Book 5534, at Page 353, in the Office of the Salt Lake County Recorder; thence South 0°14'13" West 65.00 feet thence North 89°57'58" West 201.00 feet to said East line; thence along said East line North 0°14'13" East 65.00 feet to the point of beginning.

Parcel 8B:

Beginning 221 feet North from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, thence East 150 feet; thence North 65.58 feet; thence West 150 feet; thence South 65.58 feet to the point of beginning.

Less and Excepting the following:

Beginning at a point 221 feet North and 150 feet East from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 30.00 feet; thence West 80.00 feet; thence South 30.00 feet; thence East 80.00 feet to the point of beginning.

Tax Parcel Nos:

16 32 352 011

16 32 352 012

16 32 352 013

16 32 352 066

16 32 352 067

16 32 352 068