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Gary W. Ott
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FIRST AMERICAN NCS
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**FIFTH AMENDMENT TO
CONSTRUCTION DEED OF TRUST
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING AND RELATED RECORDED DOCUMENTS**

MADE BY

201CC-ONE, LLC
a Utah limited liability company

as Trustor

to

FIRST AMERICAN TITLE INSURANCE COMPANY
a California corporation,

**as Trustee
for the benefit of**

U.S. BANK NATIONAL ASSOCIATION
a national banking association,

as Beneficiary

Dated as of: October 8, 2015

**FIFTH AMENDMENT TO
CONSTRUCTION DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING AND RELATED RECORDED DOCUMENTS**

201CC-One, LLC
(West Valley City, Utah Property)

This Fifth Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents (the "*Amendment*") is made effective as of October 1, 2015, by and among 201CC-ONE, LLC, a Utah limited liability company ("*Trustor*"), whose mailing address is 10701 South River Front Parkway, Suite 135, South Jordan, Utah 84095, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("*Trustee*"), whose mailing address is 200 East South Temple, Suite 200, Salt Lake City, Utah 84111, and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("*Beneficiary*"), whose mailing address is c/o 170 South Main Street, Suite 600, Salt Lake City, Utah 84101.

RECITALS:

A. Beneficiary has extended to Trustor a construction loan (the "*Loan*") in the maximum principal amount of NINE MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED EIGHT AND 00/100 DOLLARS (\$9,468,208.00), as of September 28, 2015, pursuant to a Construction Loan Agreement, dated January 9, 2009 (as amended, the "*Loan Agreement*"), and evidenced by the Promissory Note, dated January 9, 2009 (as amended, the "*Note*"). The Loan Agreement and Note were previously amended pursuant to that certain First Loan and Note Modification Agreement dated March 31, 2010, that certain Second Loan and Note Modification dated January 31, 2011, that certain Third Loan and Note Modification dated effective March 1, 2012, that certain Fourth Loan and Note Modification Agreement dated April 16, 2013, that certain Fifth Loan and Note Modification Agreement dated July 10, 2013, and that certain Sixth Loan and Note Modification Agreement dated October 29, 2013 (collectively, the "*Modifications*"). Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Loan Agreement.

B. Beneficiary extended the Loan to Trustor to finance the development and construction of a 49,152 square foot office building and related improvements (the "*Improvements*") upon approximately 6 acres of real property located at in West Valley City, Salt Lake County, Utah (the "*Land*" and together with the Improvements, the "*Project*").

C. The Loan is secured by, among other things, a Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated January 9, 2009 (as amended, the "*Deed of Trust*"), by Trustor, as trustor, for the benefit of Beneficiary, as beneficiary, recorded on January 9, 2009, as Entry Number 10595702 in Book 9673, beginning on Page 682 of the official records of Salt Lake County, Utah, as amended by that certain First Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of March 31, 2010 and recorded on April 2, 2010, as Entry Number 10927166 in Book 9815, beginning on Page 3386 of the official records of Salt Lake County, Utah, as amended by that certain Second Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of April 16, 2013 and recorded on April 25, 2013, as Entry Number 11626572 in Book 10131, beginning on Page 3320 of the official records of Salt Lake County, Utah, as amended by that certain Third Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of July 10, 2013 and recorded on July 10, 2013 as Entry Number 11680980 in Book 10157 beginning on Page 9240 of the official records of Salt Lake County, Utah, and as amended by that certain Fourth Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of October 29, 2013 and recorded on October 30, 2013 as Entry

Number 11751024 in Book 10188 beginning on Page 8465 of the official records of Salt Lake County, Utah (the agreements, documents, and instruments securing the Loan and the Note are referred to individually and collectively as the "*Security Documents*").

D. **DAVID S. LAYTON**, an individual (the "*Guarantor*"), personally guaranteed Trustor's obligations under the Loan and Loan Documents (as defined below) pursuant to that certain Repayment and Completion Guaranty dated January 9, 2009 (as amended, the "*Guaranty*").

E. The Note, the Loan Agreement, the Security Documents, the Guaranty and all other agreements, documents, and instruments evidencing, securing, or otherwise relating to the Loan, as previously modified in the Modifications and as modified in this Amendment are sometimes referred to individually and collectively as the "*Loan Documents*".

F. Beneficiary also extended a separate acquisition and development loan to 201CC Land, LLC, a Utah limited liability company, formerly known as THE ARGENT GROUP 201, LLC, and an affiliate of Trustor ("*201CC Land*"), in the original maximum principal amount of SIXTEEN MILLION FIVE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$16,580,000.00) (the "*201CC Land Loan*"). The 201CC Land Loan was extended to finance the acquisition and development of certain industrial lots and buildings (the "*201CC Land Improvements*") upon approximately 85.90 acres of real property located in West Valley City, Salt Lake County, Utah (the "*201CC Land Property*", and together with the 201CC Land Improvements, the "*201CC Land Project*"). The 201CC Land Loan is governed by an Acquisition and Development Loan Agreement, dated March 31, 2008 (as amended, the "*201CC Land Loan Agreement*"), and evidenced by a Promissory Note, dated March 31, 2008 (as amended, the "*201CC Land Note*"). The 201CC Land Note and 201CC Land Loan Agreement were previously amended and modified by that certain First Loan and Note Modification Agreement dated January 9, 2009, by that certain Second Loan and Note Modification Agreement dated March 31, 2010, by that certain Third Loan and Note Modification dated January 31, 2011, by that certain Fourth Loan and Note Modification dated effective March 1, 2012, by that certain Fifth Loan and Note Modification Agreement dated effective April 16, 2013, by that certain Sixth Loan and Note Modification Agreement dated effective July 10, 2013, and by that Seventh Loan and Note Modification Agreement dated effective October 29, 2013 (collectively, the "*201CC Land Modifications*").

G. The 201CC Land Loan and 201CC Land Loan Documents (as defined below) are secured by, *inter alia*, (i) a Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, (as amended the "*201CC Land Deed of Trust*") dated March 31, 2008, and executed by 201CC Land, as trustor, to the trustee named therein, as trustee, for the benefit of Beneficiary as beneficiary, and recorded on March 31, 2008 in the official records of Salt Lake County, Utah as Entry No. 10387681 in Book 9588, beginning on Page 9862, as amended by that certain First Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of March 31, 2010 and recorded on April 2, 2010, as Entry Number 10927169 in Book 9815, beginning on Page 3398 of the official records of Salt Lake County, Utah, as amended by that certain Second Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of April 16, 2013 and recorded on April 25, 2013, as Entry Number 11626571 in Book 10131, beginning on Page 3306 of the official records of Salt Lake County, Utah, as amended by that certain Third Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of July 10, 2013 and recorded on July 10, 2013 as Entry Number 11680982 in Book 10157 beginning on Page 9248 of the official records of Salt Lake County, Utah, and as amended by that certain Fourth Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of October 29, 2013 and recorded on October 30, 2013 as Entry Number 11751049 in Book 10188 beginning on Page 8622 of the official records of Salt Lake County, Utah, to encumber the real property and improvements described therein, and (ii) an Assignment of Agreement for Disposition of Land for Private Development (A.D.L.) dated March 31, 2008, by Trustor in favor of Beneficiary and consented to by **THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY**, a public entity (the "*Agency*") and **WEST VALLEY CITY**, a municipality and political subdivision of

the State of Utah (the “City”), recorded on March 31, 2008, as Entry Number 10387682 in Book 9588, beginning on Page 9589 of the official records of Salt Lake County, Utah, as amended by that certain Amendment of Assignment of Agreement for Disposition of Land for Private Development (A.D.L.) dated October 29, 2013 and recorded on October 30, 2013 as Entry Number 11751050 in Book 10189, beginning on Page 8630 of the official records of Salt Lake County, Utah (the agreements, documents, and instruments securing the 201CC Land Loan and 201CC Land Note are referred to individually and collectively as the “201CC Land Security Documents”).

H. The 201CC Land Note, the 201CC Land Loan Agreement, the 201CC Land Security Documents, the 201CC Land Modifications, the 201CC Land Deed of Trust and any environmental indemnities, guaranties, and all other agreements, documents, and instruments evidencing, securing, or otherwise relating to the 201CC Land Loan, as amended, are sometimes referred to individually and collectively as the “201CC Land Loan Documents”.

I. The Loan and Loan Documents are cross collateralized and cross defaulted with the 201CC Land Loan and 201CC Land Loan Documents, as more fully provided in that certain First Loan and Note Modification Agreement dated March 31, 2010, by and between Trustor and Beneficiary; that certain First Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of March 31, 2010 and recorded on April 2, 2010, as Entry Number 10927166 in Book 9815, beginning on Page 3386 of the official records of Salt Lake County, Utah, by and between Trustor and Beneficiary; that certain Second Loan and Note Modification Agreement dated March 31, 2010, by and between 201CC Land and Beneficiary; and that certain First Amendment to Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing and Related Recorded Documents dated as of March 31, 2010 and recorded on April 2, 2010, as Entry Number 10927169 in Book 9815, beginning on Page 3398 of the official records of Salt Lake County, Utah, by and between 201CC Land and Beneficiary.

J. On or about even date herewith, Beneficiary is also extending a separate construction loan to DLM 201CC SEVEN, LLC, a Utah limited liability company and an affiliate of Trustor (“201CC Seven”), in the maximum principal amount of TEN MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,700,000.00) (the “201CC Seven Loan”). The 201CC Seven Loan was extended to finance or reimburse Trustor for certain costs related to the construction and development of approximately 189,030 square feet of industrial building improvements (the “201CC Seven Improvements”) on certain real property in West Valley City, Salt Lake County, Utah (the “201CC Seven Property”, and together with the 201CC Seven Improvements, the “201CC Seven Project”). The 201CC Seven Loan is to be governed by a Construction Loan Agreement, of approximately even date herewith (the “201CC Seven Loan Agreement”), and evidenced by a Promissory Note, of approximately even date herewith (the “201CC Seven Note”).

K. The 201CC Seven Loan and 201CC Seven Loan Documents (as defined below) are secured by a Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (the “201CC Seven Deed of Trust”) of approximately even date herewith, and to be executed by 201CC Seven, as trustor, to the trustee named therein, as trustee, for the benefit of Beneficiary as beneficiary, and recorded in the official records of Salt Lake County, Utah (the agreements, documents, and instruments securing the 201CC One Loan and 201CC One Note are referred to individually and collectively as the “201CC One Security Documents”), to encumber the real property and improvements described therein.

L. The 201CC Seven Note, the 201CC Seven Loan Agreement, the 201CC Seven Security Documents, the 201CC Seven Deed of Trust and any environmental indemnities, guaranties, and all other agreements, documents, and instruments evidencing, securing, or otherwise relating to the 201CC Seven Loan, as amended, are sometimes referred to individually and collectively as the “201CC Seven Loan Documents”.

M. Pursuant to that certain Seventh Loan and Note Modification Agreement of even date herewith (the “Modification Agreement”), Trustor and Beneficiary have agreed to modify the Loan Documents

to, among other things, cross-collateralize and cross-default the Loan with the 201CC Seven Loan, and otherwise modify the Loan and Loan Documents as provided therein.

K. Consistent with and to further the foregoing, Beneficiary and Trustor now desire to amend the Deed of Trust as described herein.

AGREEMENT:

NOW THEREFORE, in consideration of the covenants contained herein, and the covenants and agreements contained in the Amendment, and other good and valuable consideration, the parties hereto amend and modify the Deed of Trust as follows:

1. Recitals. Trustor hereby acknowledges the accuracy of the Recitals which are incorporated herein by reference.

2. Notice of Amendment; Amendment to Deed of Trust.

(a) Notice of Amendment. Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification Agreement.

(b) Modification. The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Agreement.

(c) Cross Collateralization. Trustor and Beneficiary intend and agree that (A) all amounts owing from time to time under the 201CC Seven Note, 201CC Seven Loan Agreement and other 201CC Seven Loan Documents shall constitute part of the Obligations secured by the Deed of Trust and other Security Documents and (B) the collateral security for the Loan and Loan Documents shall also secure all of 201CC Seven's obligations under the 201CC Seven Loan and 201CC Seven Loan Documents and that all of the collateral security for the 201CC Seven Loan shall also secure all of Trustor's obligations under the Loan and Loan Documents, all on the terms and conditions set forth herein (provided that the foregoing shall not be deemed to limit any cross collateralization currently set forth in the Loan Documents or 201CC Seven Loan Document).

(d) Cross Default. The occurrence of any default or Event of Default (as defined in the Loan Documents or 201CC Seven Loan Documents), shall constitute a default and Event of Default under the Deed of Trust and each other Loan Document and 201CC Seven Loan Document, without notice or further right to cure, it being the intent of Trustor and Beneficiary that the Loan and 201CC Seven Loan be cross defaulted. Upon any such default or Event of Default under either the Loan or 201CC Seven Loan, in addition to any remedies provided in the Deed of Trust and/or 201CC Seven Deed of Trust, Beneficiary shall have all of the remedies allowed under applicable Utah law. No failure on the part of Beneficiary to exercise its remedies under any of the respective Loan Documents or 201CC Seven Loan Documents shall be construed to prejudice its rights under any other loan or security document.

3. Not a Novation. The parties each agree and acknowledge that the Modification Agreement and the modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

4. Ratification of Deed of Trust and Assignment of Rents. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire

understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Beneficiary, and their respective successors and assigns. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

5. Release and Discharge. Trustor fully, finally, and forever releases and discharges Beneficiary and its respective successors, assigns, directors, officers, employees, agents, and representatives from any and all actions, causes of action, claims, debts, demands, liabilities, obligations, and suits, of whatever kind or nature, in law or equity, that Trustor has or in the future may have, whether known or unknown, (i) in respect of the Loan, the Loan Documents, or the actions or omissions of Beneficiary in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Amendment.

6. Governing Law. This Amendment shall be governed by the law of the State of Utah without regard to its conflicts of laws principles.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

8. Miscellaneous. Except for the amendment above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.

9. Binding Effect. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Beneficiary and their respective successors and assigns.

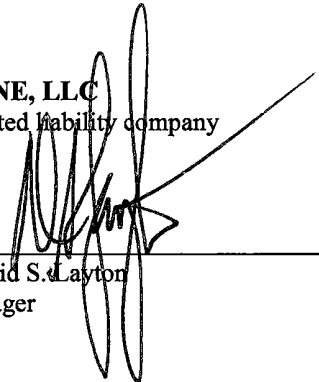
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IN WITNESS WHEREOF, Trustor has executed this Amendment to be effective as of the date first written above.

TRUSTOR:


201CC-ONE, LLC
a Utah limited liability company

By: _____
Name: David S. Layton
Title: Manager



STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1 day of October, 2015, by **DAVID S. LAYTON**, the Manager of **201CC-ONE, LLC**, a Utah limited liability company, on behalf of such company.



NOTARY PUBLIC
Residing at SL, Utah

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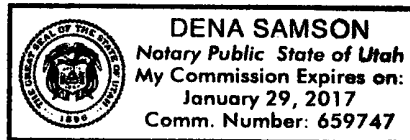


EXHIBIT A

Legal Description of Land

That certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

LOT 101, 201 COMMERCE CENTER SUBDIVISION NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE; AND ANY PORTION LOCATED WITHIN LINKS DRIVE AND NEW COMMERCE DRIVE.

Tax Parcel No. 15-19-252-001-0000

Exhibit A