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Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 20 P.

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

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

Loan No. 1002255

APN: Tax Parcel No. 16-32-352-061; Tax Parcel No. 16-32-352-060; Tax Parcel No. 16-32-352-057;
Tax Parcel No. 16-32-362-062; Tax Parcel No. 16-32-352-059; Tax Parcel No. 16-32-352-058; and Tax
Parcel No. 16-32-376-049

(Space Above For Recorder's Use)

SECOND MODIFICATION AGREEMENT AMENDING DEED OF TRUST

THIS SECOND MODIFICATION AGREEMENT AMENDING DEED OF TRUST ("**Agreement**") is entered into as of June 5, 2017, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (collectively with its successors or assigns, "**Lender**"), and JDJ PROPERTIES, INC., a Utah corporation ("**JDJ Properties**") and WOODLANDS III HOLDINGS, LLC, a Utah limited liability company ("**Woodlands III Holdings**"), and together with JDJ Properties, individually and collectively as the context requires, and jointly and severally, "**Trustor**" or "**Borrower**". Lender is the beneficiary hereunder for indexing purposes by the clerk of court. This is not a novation.

RECITALS

- A. Pursuant to the terms of that certain Loan Agreement by and between Borrower and Lender dated October 13, 2010 (as the same may be amended, modified, supplemented or replaced from time to time, "**Loan Agreement**"), Lender made a loan to Borrower in the aggregate principal amount of THIRTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$31,500,000.00) ("**Loan**"). The Loan is evidenced by that certain Promissory Note Secured by Deed of Trust dated October 13, 2010, executed by Borrower payable to the order of Lender, in the principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, "**Note**") and is further evidenced and secured by certain other documents described in the Loan Agreement as Loan Documents.
- B. The Note 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, in favor of W K ASSOCIATES, INC., a Utah corporation d/b/a United Title Services, as Trustee, 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 as amended by that certain First Modification Agreement Amending Deed of Trust dated April 24, 2015, and recorded April 24, 2015, as Instrument No. 12037285 of the Office of the County Recorder of Salt Lake County, Utah (as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**") encumbering real property described more particularly in **Exhibit A** hereto. The real property which is the subject of the Security Instrument is hereinafter sometimes referred to as the "**Property**".

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- C. Borrower and Lender have entered into that certain Third Modification, Additional Advance and Consolidation Agreement dated of even date herewith ("**Modification Agreement**"), wherein provision is made for amendment of certain obligations secured by that Security Instrument, including, without limitation, (i) an additional advance on the Loan in the principal sum of Three Million and No/100 Dollars (\$3,000,000.00) ("**Additional Advance**"), (ii) amendment of the Security Instrument to encumber certain additional property owned by Woodlands III Holdings, namely Parcel 6 in the same development as the Property, which additional property is more particularly described on **Exhibit B** hereto (the "**Additional Property**"). The Additional Advance is evidenced by that certain Second Amended and Restated Promissory Note made by Borrower to the order of Lender in the principal sum of the Forty Million One Hundred Twenty-Five Thousand and No/100 Dollars (\$40,125,000.00) ("**Aggregate Loan**") and bearing even date herewith ("**Amended and Restated Note**"). Any reference to the Note hereinafter shall mean the Amended and Restated Note.
- D. All exhibits, schedules or other items attached hereto are incorporated herein by such attachment for all purposes.

NOW, THEREFORE, Trustor and Lender agree as follows:

1. **REPRESENTATIONS AND WARRANTIES.** Trustor represents and warrants, as of the effective date above, that:
 - 1.1 **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Borrower has delivered to Lender all of the relevant formation and organizational documents of Borrower and all guarantors of the Loan (if any) and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Borrower; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were delivered to Lender.
 - 1.2 **FULL FORCE AND EFFECT.** The Note and other Loan Documents, as amended hereby, are in full force and effect without any defense, counterclaim, right or claim of set-off; all necessary action to authorize the execution and delivery of this Agreement has been taken; and this Agreement is a modification of an existing obligation and is not a novation.
 - 1.3 **NO DEFAULT.** No Default (as defined in the any of the Loan Documents), breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Security Instrument any of the Loan Documents (as modified by this Agreement) and that all representations and warranties herein and in the other Loan Documents are true and correct, and shall survive execution and recordation of this Agreement.
 - 1.4 **TITLE TO THE PROPERTY.** Since the recordation date of the Security Instrument (stated above), Borrower has not further encumbered the Property, including, without limitation, by entering into any deed of trust, deed to secure debt or mortgage, ground lease, and/or any option to purchase or right of first refusal with respect to the Property.
 - 1.5 **INTERVENING LIENS.** The lien of the Security Instrument is a first lien on the property described therein and covered thereby and that this Agreement will not cause intervening liens to become prior to the lien of the Security Instrument. If any intervening lien exists or hereafter arises, Borrower shall cause the same to be released or subordinated to the lien of the Security Instrument, without limiting any other right or remedy available to Lender. Borrower has no legal or equitable claim against any mortgagor, trustor or grantor named in the Security Instrument which would be prior to the lien of the Security

Instrument, or which would entitle Borrower to a judgment entitling Borrower to an equitable lien on all or any portion of that property prior in lien to the Security Instrument.

2. **ADDITIONAL ADVANCE.** The Amended and Restated Note is secured by the Security Instrument, a provision of which contemplates that the Security Instrument will provide security for the Additional Advance.
3. **CONSOLIDATION.** The indebtedness evidenced by the Amended and Restated Note constitutes a single indebtedness of Borrower to Lender in the aggregate principal amount of the Aggregate Loan. The Aggregate Loan shall be secured by the Security Instrument, and the other Loan Documents which recite they are security instruments.
4. **MODIFICATION OF LOAN DOCUMENTS.** The Security Instrument and the other Loan Documents have been supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Loan Documents:

4.1 **Security Instruments.** The Security Instrument and other Loan Documents which recite they are security instruments shall secure, in addition to any other obligations secured thereby, the payment and performance by Borrower of all obligations under: (a) the Amended and Restated Note together with interest and other charges thereon and any and all amendments, modifications, extensions and renewals thereof, whether or not any such amendment, modification, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the Modification Agreement, as amended, modified, extended or renewed in writing by Borrower and Lender.

4.2 **CHANGE IN LEGAL DESCRIPTION.** The legal description of the Property (as defined in the Security Agreement) attached to the Security Instrument as **Exhibit A** is hereby amended and restated in its entirety and replaced with the legal description attached hereto as **Exhibit C**. Accordingly, the parties hereby agree that all references in the Security Instrument to the "Improvements", the "Property" and the "Collateral" are hereby amended to reference the real property legally described in **Exhibit C** hereto rather than the real property previously (i.e., prior to the effectiveness of this Agreement) described in Exhibit A of the Security Instrument.

4.3 **Additional Property.** With respect to the Additional Property, Trustor agrees as follows:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, in order to secure the prompt payment and performance of the Secured Obligations, Trustor hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, and with right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Additional Property;

TOGETHER WITH all right, title and interest of Trustor in any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "**Additional Property Improvements**"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all right, title and interest of Trustor in all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the

Additional Property and the Additional Property Improvements (collectively the "**Additional Property Rents**"), subject to the terms and provisions of the Security Instrument with respect to all leases and subleases of the Additional Property and the Additional Property Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Additional Property Rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title and interest of Trustor in all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Additional Property and the Additional Property Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Additional Property and the Additional Property Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "**Additional Property Leases**");

TOGETHER WITH all right, title and interest of Trustor now owned or hereafter acquired by Trustor in and to any greater estate in the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title and interest of Trustor now owned or hereafter acquired by Trustor in all licenses, permits, approvals or other authorizations (federal, state and local) used or useful in connection with or in any way relating to the Additional Property and the Additional Property Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in property described as personal property in the Security Instrument, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Additional Property and the Additional Property Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Additional Property and the Additional Property Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, (v) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods, as those terms are defined in Article 9 of the Uniform Commercial Code as enacted in the State of Utah, and whether existing now or in the future located at, upon or about, or affixed or attached to or installed in, the Additional Property, or used or to be used in connection with or otherwise relating to the Additional Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Additional Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements

and substitutions of or to any of such property, and (vi) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "**Additional Personal Property**");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Additional Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Additional Property;

TOGETHER WITH all right, title and interest of Trustor in all of the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Additional Property, the Additional Property Improvements, the Additional Personal Property, or any other part of the Collateral (as defined in the Security Instrument), and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Collateral (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all right, title and interest of Trustor in all accessions to, substitutions for, replacements, products and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims, of any of the foregoing.

4.4 Additional Property Security Interest Trustor hereby grants and assigns to Lender, a security interest in and to all the Additional Personal Property to secure payment and performance of the Secured Obligations, and this Agreement constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code as enacted in the State of Utah and Lender shall be entitled to all the rights and remedies of a "secured party" under the Uniform Commercial Code as enacted in the State of Utah or other applicable law. Upon its recording in the real property records, this Agreement shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Agreement and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. The name and address of the "debtor" and the "secured party" are set forth in the Security Instrument.

5. **NOT A NOVATION.** The parties each agree and acknowledge that 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 Security Instrument against the Property and all assets and properties described in the Security Instrument shall continue unabrogated and in full force and effect.

6. **RATIFICATION OF DEED OF TRUST.** As amended by this Agreement, the Security Instrument 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 Security Instrument and supersedes all prior representations, warranties, agreements and understandings. The Security Instrument as modified herein shall be binding upon and inure to the benefit of Trustor and Lender, and their respective successors and assigns. No provision of this Agreement may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.

7. **RELEASE AND DISCHARGE.** Trustor fully, finally, and forever releases and discharges Lender, 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 Lender in respect of the Loan or the Loan Documents, and (ii) arising from events occurring prior to the date of this Agreement.
8. **MISCELLANEOUS.** Except for the amendments above stated, all of the conditions and covenants of the Security Instrument shall remain in full force effect, unchanged, and the Security Instrument is in all respects ratified, confirmed and approved. All of the terms and conditions of the Security Instrument are incorporated herein by reference.
9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.
10. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
11. **BINDING EFFECT.** The Security Instrument as modified herein shall be binding upon and inure to the benefit of, Trustor and Lender and their respective successors and assigns.


Except as modified herein, all of the terms and provisions of the Security Instrument shall remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, Trustor and Lender have caused this document to be duly executed as of the date first above written.

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association

By: 
Name: J. Brian Duerden
Title: Vice President

"TRUSTOR"

JDJ PROPERTIES, INC.
a Utah corporation

By: _____
Name: Dell Loy Hansen
Title: President

WOODLANDS III HOLDINGS, LLC
a Utah limited liability company

By: Wasatch Property Management, Inc.,
a Utah corporation,
its Manager

By: _____
Name: Dell Loy Hansen
Title: President

IN WITNESS WHEREOF, Trustor and Lender have caused this document to be duly executed as of the date first above written.

"LENDER"

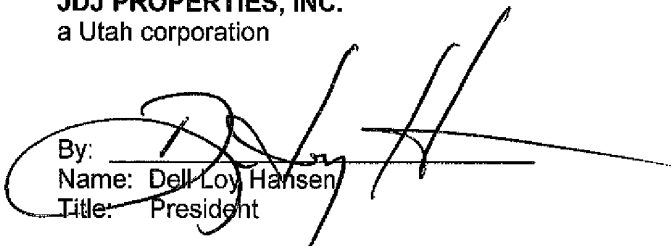
WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association

By: _____
Name: J. Brian Duerden
Title: Vice President

"TRUSTOR"

JDJ PROPERTIES, INC.
a Utah corporation

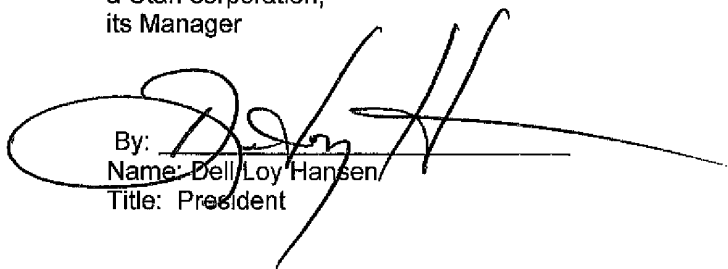
By: _____
Name: Dell Loy Hansen
Title: President



WOODLANDS III HOLDINGS, LLC
a Utah limited liability company

By: Wasatch Property Management, Inc.,
a Utah corporation,
its Manager

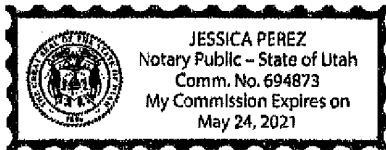
By: _____
Name: Dell Loy Hansen
Title: President



STATE OF UTAH)
 : ss.
County of SALT LAKE)

On this 6th day of June, in the year 2017, before me Jessica Perez
personally appeared J. BRIAN DUERDEN, a Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[SEAL]

Jessica Perez
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of SALT LAKE)

On this _____ day of _____, in the year 2017, before me _____
personally appeared DELL LOY HANSEN, the President of **JDJ PROPERTIES, INC.**, a Utah corporation proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

[SEAL]

STATE OF UTAH)
 : ss.
County of SALT LAKE)

On this _____ day of _____, in the year 2017, before me _____ personally appeared J. BRIAN DUERDEN, a Vice President of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

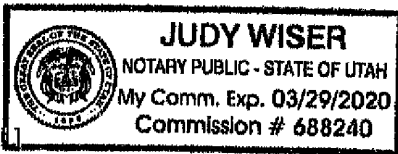
NOTARY PUBLIC

[SEAL]

STATE OF UTAH)
 : ss.
County of ~~SALT LAKE~~ DAKOTA)

On this 5th day of JUNE, in the year 2017, before me JUDY WISER personally appeared DELL LOY HANSEN, the President of **JDJ PROPERTIES, INC.**, a Utah corporation proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



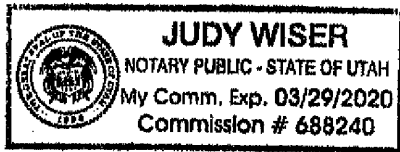
[SEAL]

Judy W. Wisser
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of ~~SALT LAKE~~ CACHE)

On this 5th day of JUNE, in the year 2017, before me JUDY WISER
 personally appeared DELL LOY HANSEN, the President of Wasatch Property Management, Inc.
 a Utah corporation a Manager of **WOODLANDS III HOLDINGS, LLC**, a Utah limited liability company
 proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this
 document and acknowledged he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
 year in this certificate first above written.



[SEAL]

Judy A. Wisser
NOTARY PUBLIC

EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to Second Modification Agreement Amending Deed of Trust between Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**"), and JDJ Properties, Inc., a Utah corporation and Woodlands III Holdings, LLC, a Utah limited liability company (individually and collectively, "**Borrower**") dated June 5, 2017.

All that certain real property located in Salt Lake County, Utah, described as follows:

Parcel 1A:

Parcel 1A, within THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book 88-12, at Page 123, in the Office of the Salt Lake County Recorder, State of Utah.

Together with a non-exclusive Easement of Right of Use and Enjoyment in and to the Common Areas of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, as created by and subject to the terms, provisions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE WOODLANDS BUSINESS PARK, a Commercial Planned Unit Development, recorded June 20, 1984 as Entry No. 3957732, in Book 5566, at Page 2152 of Official Records, First Amendment recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972 of Official Records, Second Amendment recorded December 23, 1988, as Entry No. 4717915, in Book 6091, at Page 2427 of Official Records, Third Amendment recorded December 11, 1991, as Entry No. 5167401, in Book 6386, at Page 1363 of Official Records, Fourth Amendment recorded June 14, 1994, as Entry No. 5849190, in Book 6961, at Page 183 of Official Records, Fifth Amendment recorded March 03, 1996, as Entry No. 6296914, in Book 7345, at Page 2137 of Official Records, Sixth Amendment recorded March 06, 1996, as Entry No. 6296916, in Book 7345, at Page 2165 of Official Records, Seventh Amendment recorded November 10, 2005, as Entry No. 9550711 in Book 9215, at Page 7852 of Official Records, and as amended and restated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park dated October 11, 2010 and recorded October 15, 2010 in the Official Records, and as further defined and described as the Official Plat of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, recorded December 23, 1988, as Entry No. 4767916, in Book 88-12 of Plats, at Page 123 of Official Records.

Together with all rights and privileges granted under the above referenced Covenants and Amendments thereof.

Also, all appurtenant rights over and through said Common Areas, granted under the License and Easement Agreement dated January 22, 1991 and recorded January 24, 1991, as Entry No. 5015481, in Book 6284, at Page 1939 of Official Records.

Also, a Non-Exclusive Easement over the following described property as created by that certain Declaration of Easements, Covenants and Restrictions dated October 27, 1983 and recorded October 27, 1983, as Entry No. 3862259, in Book 5502, at Page 1559 of Official Records, and Amendment dated June 19, 1984 and recorded June 20, 1984 as Entry No. 3957731 in Book 5566 at Page 2146 of Official Records wherein Woodland Investment Company, a limited partnership, appears as Grantor and the Woodland Associates, appears as Grantee:

Beginning at a point which is South 00°05'44" West 271.18 feet from the Northeast corner of Lot 11, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being South 00°05'44" West 843.69 feet from the Northeast corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 89°59'32" West 766.0 feet, more or less, to the West line of said Lot 11; thence South 00°05'44" West 25.00 feet; thence South 89°59'32" East 766.0 feet, to the East line of Lot 11; thence North 0°05'44" East 25.00 feet to the point of beginning.

Parcel 1B:

Parcel 1B, within THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book 88-12, at Page 123, in the Office of the Salt Lake County Recorder, State of Utah.

Together with a non-exclusive Easement of Right of Use and Enjoyment in and to the Common Areas of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, as created by and subject to the terms, provisions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE WOODLANDS BUSINESS PARK, a Commercial Planned Unit Development, recorded June 20, 1984 as Entry No. 3957732, in Book 5566, at Page 2152 of Official Records, First Amendment recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972 of Official Records, Second Amendment recorded December 23, 1988, as Entry No. 4717915, in Book 6091, at Page 2427 of Official Records, Third Amendment recorded December 11, 1991, as Entry No. 5167401, in Book 6386, at Page 1363 of Official Records, Fourth Amendment recorded June 14, 1994, as Entry No. 5849190, in Book 6961, at Page 183 of Official Records, Fifth Amendment recorded March 03, 1996, as Entry No. 6296914, in Book 7345, at Page 2137 of Official Records, Sixth Amendment recorded March 06, 1996, as Entry No. 6296916, in Book 7345, at Page 2165 of Official Records, Seventh Amendment recorded November 10, 2005, as Entry No. 9550711 in Book 9215, at Page 7852 of Official Records, and as amended and restated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park dated October 11, 2010 and recorded October 15, 2010 in the Official Records, and as further defined and described as the Official Plat of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, recorded December 23, 1988, as Entry No. 4767916, in Book 88-12 of Plats, at Page 123 of Official Records.

Also, a Non-Exclusive Easement over the following described property as created by that certain Declaration of Easements, Covenants and Restrictions dated October 27, 1983 and recorded October 27, 1983, as Entry No. 3862259, in Book 5502, at Page 1559 of Official Records, wherein Woodland Investment Company, a limited partnership, appears as Grantor and the Woodland Associates, appears as Grantee:

Beginning at a point which is South 00°05'44" West 271.18 feet from the Northeast corner of Lot 11, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being South 00°05'44" West 843.69 feet from the Northeast corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 89°59'32" West 766.0 feet, more or less, to the West line of said Lot 11; thence South 00°05'44" West 25.00 feet; thence South 89°59'32" East 766.0 feet, to the East line of Lot 11; thence North 0°05'44" East 25.00 feet to the point of beginning.

Parcel 2:

Parcel 2, within THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book 88-12, at Page 123, in the Office of the Salt Lake County Recorder, State of Utah.

Together with a non-exclusive Easement of Right of Use and Enjoyment in and to the Common Areas of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, as created by and subject to the terms, provisions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE WOODLANDS BUSINESS PARK, a Commercial Planned Unit Development, recorded June 20, 1984 as Entry No. 3957732, in Book 5566, at Page 2152 of Official Records, First Amendment recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972 of Official Records, Second Amendment recorded December 23, 1988, as Entry No. 4717915, in Book 6091, at Page 2427 of Official Records, Third Amendment recorded December 11, 1991, as Entry No. 5167401, in Book 6386, at Page 1363 of Official Records, Fourth Amendment recorded June 14, 1994, as Entry No. 5849190, in Book 6961, at Page 183 of Official Records, Fifth Amendment recorded March

03, 1996, as Entry No. 6296914, in Book 7345, at Page 2137 of Official Records, Sixth Amendment recorded March 06, 1996, as Entry No. 6296916, in Book 7345, at Page 2165 of Official Records, Seventh Amendment recorded November 10, 2005, as Entry No. 9550711 in Book 9215, at Page 7852 of Official Records, and as amended and restated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park dated October 11, 2010 and recorded October 15, 2010 in the Official Records, and as further defined and described as the Official Plat of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, recorded December 23, 1988, as Entry No. 4767916, in Book 88-12 of Plats, at Page 123 of Official Records.

Also, a Non-Exclusive Easement over the following described property as created by that certain Declaration of Easements, Covenants and Restrictions dated October 27, 1983 and recorded October 27, 1983, as Entry No. 3862259, in Book 5502, at Page 1559 of Official Records, wherein Woodland Investment Company, a limited partnership, appears as Grantor and the Woodland Associates, appears as Grantee:

Beginning at a point which is South 00°05'44" West 271.18 feet from the Northeast corner of Lot 11, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being South 00°05'44" West 843.69 feet from the Northeast corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 89°59'32" West 766.0 feet, more or less, to the West line of said Lot 11; thence South 00°05'44" West 25.00 feet; thence South 89°59'32" East 766.0 feet, to the East line of Lot 11; thence North 0°05'44" East 25.00 feet to the point of beginning.

Also, a Non-Exclusive Easement as created by the certain Grant of Easement dated March 05, 1996 and recorded March 06, 1996, as Entry No. 6296915, in Book 7345, at Page 2154 of Official Records.

Parcel 3:

Parcel 3, within THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book 88-12, at Page 123, in the Office of the Salt Lake County Recorder, State of Utah.

Together with a non-exclusive Easement of Right of Use and Enjoyment in and to the Common Areas of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, as created by and subject to the terms, provisions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE WOODLANDS BUSINESS PARK, a Commercial Planned Unit Development, recorded June 20, 1984 as Entry No. 3957732, in Book 5566, at Page 2152 of Official Records, First Amendment recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972 of Official Records, Second Amendment recorded December 23, 1988, as Entry No. 4717915, in Book 6091, at Page 2427 of Official Records, Third Amendment recorded December 11, 1991, as Entry No. 5167401, in Book 6386, at Page 1363 of Official Records, Fourth Amendment recorded June 14, 1994, as Entry No. 5849190, in Book 6961, at Page 183 of Official Records, Fifth Amendment recorded March 03, 1996, as Entry No. 6296914, in Book 7345, at Page 2137 of Official Records, Sixth Amendment recorded March 06, 1996, as Entry No. 6296916, in Book 7345, at Page 2165 of Official Records, Seventh Amendment recorded November 10, 2005, as Entry No. 9550711 in Book 9215, at Page 7852 of Official Records, and as amended and restated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park dated October 11, 2010 and recorded October 15, 2010 in the Official Records, and as further defined and described as the Official Plat of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, recorded December 23, 1988, as Entry No. 4767916, in Book 88-12 of Plats, at Page 123 of Official Records.

Together with all rights and privileges granted under the above referenced Covenants and Amendments thereof.

Also, all appurtenant rights over and through said Common Areas, granted under the License and Easement Agreement dated January 22, 1991 and recorded January 24, 1991, as Entry No. 5015481, in Book 6284, at Page 1939 of Official Records.

Also, a Non-Exclusive Easement over the following described property as created by that certain Declaration of Easements, Covenants and Restrictions dated October 27, 1983 and recorded October 27, 1983, as Entry No. 3862259, in Book 5502, at Page 1559 of Official Records, and Amendment dated June 19, 1984 and recorded June 20, 1984 as Entry No. 3957731 in Book 5566 at Page 2146 of Official Records wherein Woodland Investment Company, a limited partnership, appears as Grantor and the Woodland Associates, appears as Grantee:

Beginning at a point which is South 00°05'44" West 271.18 feet from the Northeast corner of Lot 11, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being South 00°05'44" West 843.69 feet from the Northeast corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 89°59'32" West 766.0 feet, more or less, to the West line of said Lot 11; thence South 00°05'44" West 25.00 feet; thence South 89°59'32" East 766.0 feet, to the East line of Lot 11; thence North 0°05'44" East 25.00 feet to the point of beginning.

Parcel 4:

Parcel 4, within THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book 88-12, at Page 123, in the Office of the Salt Lake County Recorder, State of Utah.

Together with a non-exclusive Easement of Right of Use and Enjoyment in and to the Common Areas of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, as created by and subject to the terms, provisions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE WOODLANDS BUSINESS PARK, a Commercial Planned Unit Development, recorded June 20, 1984 as Entry No. 3957732, in Book 5566, at Page 2152 of Official Records, First Amendment recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972 of Official Records, Second Amendment recorded December 23, 1988, as Entry No. 4717915, in Book 6091, at Page 2427 of Official Records, Third Amendment recorded December 11, 1991, as Entry No. 5167401, in Book 6386, at Page 1363 of Official Records, Fourth Amendment recorded June 14, 1994, as Entry No. 5849190, in Book 6961, at Page 183 of Official Records, Fifth Amendment recorded March 03, 1996, as Entry No. 6296914, in Book 7345, at Page 2137 of Official Records, Sixth Amendment recorded March 06, 1996, as Entry No. 6296916, in Book 7345, at Page 2165 of Official Records, Seventh Amendment recorded November 10, 2005, as Entry No. 9550711 in Book 9215, at Page 7852 of Official Records, and as amended and restated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park dated October 11, 2010 and recorded October 15, 2010 in the Official Records, and as further defined and described as the Official Plat of THE WOODLANDS BUSINESS PARK 2ND AMENDED, a Commercial Planned Unit Development, recorded December 23, 1988, as Entry No. 4767916, in Book 88-12 of Plats, at Page 123 of Official Records.

Also, a Non-Exclusive Easement over the following described property as created by that certain Declaration of Easements, Covenants and Restrictions dated October 27, 1983 and recorded October 27, 1983, as Entry No. 3862259, in Book 5502, at Page 1559 of Official Records, where in Woodland Investment Company, a limited partnership, appears as Grantor and the Woodland Associates, appears as Grantee:

Beginning at a point which is South 00°05'44" West 271.18 feet from the Northeast corner of Lot 11, Block 5, Ten Acre Plat "A", Big Field Survey, said point also being South 00°05'44" West 843.69 feet from the Northeast corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, and running thence North 89°59'32" West 766.0 feet, more or less, to the West line of said Lot 11; thence South 00°05'44" West 25.00 feet; thence South 89°59'32" East 766.0 feet, to the East line of Lot 11; thence North 0°05'44" East 25.00 feet to the point of beginning.

¶

PARCEL A:

Parcel 5 of THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, according to the official plat thereof, filed in Book "88-12" of Plats, at Page 129 of the Official Records of the Salt Lake County Recorder.

PARCEL B:

The non-exclusive easements, that may be appurtenant to PARCEL A described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded _____, 2013 as Entry No. _____, in Book _____, at Page _____ of the Official Records of the Salt Lake County Recorder.

PARCEL C:

A non-exclusive easement 33 feet in width for ingress and egress, appurtenant to PARCEL A described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

EXHIBIT B - DESCRIPTION OF ADDITIONAL PROPERTY

Exhibit C to Second Modification Agreement Amending Deed of Trust between Wells Fargo Bank, National Association (collectively with its successors or assigns, "**Lender**"), and JDJ Properties, Inc., a Utah corporation, Woodlands III Holdings, LLC, a Utah limited liability company (individually and collectively, "**Borrower**") dated June 5, 2017.

All that certain real property located in Salt Lake County, Utah, described as follows:

"NEW PARCEL 6":

Lot 2, THE WOODLANDS EAST SUBDIVISION, according to the official plat thereof, filed in Book "2006P" of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-376-049]

TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to NEW PARCEL 6 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

Exhibit C - AMENDED AND RESTATED LEGAL DESCRIPTION

Exhibit C to Second Modification Agreement Amending Deed of Trust between Wells Fargo Bank, National Association (collectively with its successors or assigns, "Lender"), and JDJ Properties, Inc., a Utah corporation, Woodlands III Holdings, LLC, a Utah limited liability company (individually and collectively, "Borrower") dated June 5, 2017.

All that certain real property located in Salt Lake County, Utah, described as follows:

PARCEL 1A:

Parcel 1A within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah;

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-061]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 1A described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9859, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 1A described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

PARCEL 1B:

Parcel 1B within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-060]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 1B described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9859, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 1B described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

PARCEL 2:

Parcel 2 within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-057]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 2 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 2 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

PARCEL 3:

Parcel 3 within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-062]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 3 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 3 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

PARCEL 4:

Parcel 4 within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-059]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 4 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 4 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

PARCEL 5:

Parcel 5 within THE WOODLANDS BUSINESS PARK 2ND AMENDED, A Commercial Planned Unit Development, located in Block 5, Ten Acre Plat "A", Big Field Survey, being recorded December 23, 1988, as Entry No. 4717916, in Book "88-12", at Page 123 in the Office of the Salt Lake County Recorder, State of Utah.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-352-058]

TOGETHER WITH the non-exclusive easements, that may be appurtenant to PARCEL 5 described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to PARCEL 5 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

"NEW PARCEL 6":

Lot 2, THE WOODLANDS EAST SUBDIVISION, according to the official plat thereof, filed in Book "2006P" of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.

[SHOWN FOR REFERENCE ONLY: Tax Parcel No. 16-32-376-049]

TOGETHER WITH a non-exclusive easement for ingress and egress, appurtenant to NEW PARCEL 6 described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2006P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.