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10/15/2018 10:29:00 AM \$23.00
Book - 10721 Pg - 3892-3898
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

Tax Serial Number:
28-20-352-046

RECORDATION REQUESTED BY:
Zions Bancorporation, N.A. dba Zions First National Bank
Salt Lake Middle Market
One South Main Street, 3rd Fl
Salt Lake City, UT 84133-1109

WHEN RECORDED MAIL TO:
Zions Bancorporation, N.A. dba Zions First National Bank
Enterprise Loan Operations UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

97225-PE/107075-TOF

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 9, 2018, is made and executed between Tetra Properties, LLC, whose address is 6995 South Union Park Center Suite 360, Cottonwood Heights, UT 84047 ("Trustor") and Zions Bancorporation, N.A. dba Zions First National Bank, whose address is Salt Lake Middle Market, One South Main Street, 3rd Fl, Salt Lake City, UT 84133-1109 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated January 18, 2018 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

Recorded January 29, 2018 as Entry No. 12706374.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 11645 South 700 East, Draper, UT 84020. The Real Property tax identification number is 28-20-352-046.

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

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

The original Promissory Note dated January 18, 2018 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Change In Terms Agreement dated October 9, 2018 reflecting a current principal due of \$1,840,000.00, together with all renewals of, extensions of, modifications of, refinancing's of, consolidation of, and substitutions for these promissory notes or any loan agreements.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 9, 2018.

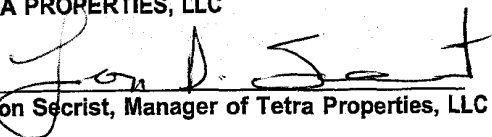
MODIFICATION OF DEED OF TRUST
(Continued)

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TRUSTOR:

TETRA PROPERTIES, LLC

By: 
Lon Secrist, Manager of Tetra Properties, LLC

By: 
Derek J. Turley, Manager of Tetra Properties, LLC

LENDER:

ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL
BANK

X 
Authorized Officer

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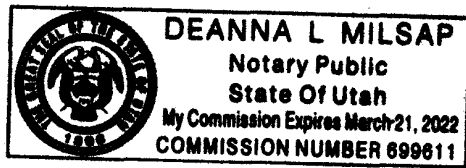
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT.

STATE OF Utah)
)
COUNTY OF Salt Lake) SS
)

On this 10th day of October, 20 18, before me, the undersigned Notary Public, personally appeared **Lon Secrist, Manager of Tetra Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Deanna L Milsap
Notary Public in and for the State of Utah

Residing at Salt Lake
My commission expires 3/21/2022



MODIFICATION OF DEED OF TRUST
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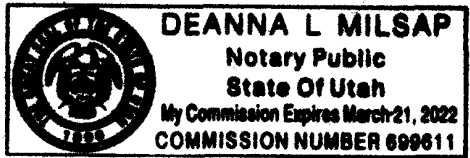
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Salt Lake) SS
)

On this 10th day of October, 20 18, before me, the undersigned Notary Public, personally appeared **Derek J. Turley, Manager of Tetra Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Deanna L Milsap
Notary Public in and for the State of Utah

Residing at Salt Lake
My commission expires 3/21/2022



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LENDER ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

On this 12th day of October, 2018, before me, the undersigned Notary Public, personally appeared James K Woods and known to me to be the Vice President, authorized agent for **Zions Bancorporation, N.A. dba Zions First National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Zions Bancorporation, N.A. dba Zions First National Bank**, duly authorized by **Zions Bancorporation, N.A. dba Zions First National Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Zions Bancorporation, N.A. dba Zions First National Bank**.

By [Signature]
Notary Public in and for the State of Utah

Residing at Zions Bank, Head Office
My commission expires 10/18/21

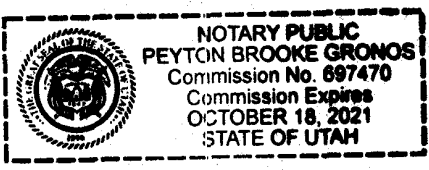


Exhibit A

Legal Description

PARCEL 1:

Lot 2, PINNACLE POINT SUBDIVISION, Draper, Utah, according to the official plat thereof on file in the office of the Salt Lake County Recorder, Utah, recorded January 17, 2003 as Entry No. 8497479 in Book 2003P at Page 15.

PARCEL 1A:

A 30 foot access easement as created by that certain Easement recorded June 7, 1995 as Entry No. 6096195 in Book 7164 at Page 2386, and as corrected by that certain Affidavit recorded August 30, 2001 as Entry No. 7989524 in Book 8494 at Page 8943 of official records, and as expanded on the recorded plat of Pinnacle Point Subdivision, being more particularly described as follows:

Beginning at a point on the East line of 700 East Street, (a 53.00 foot half-width) said point begin South 89°53'40" East 47.87 feet along the quarter section line to the center line of 700 East Street and South 06°52'40" East 1628.55 feet along the center line of 700 East Street and North 83°07'20" East 53.00 feet from the West quarter corner of Section 20, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence East 321.03 feet; thence North 31.91 feet; thence South 89°43'35" East 25.00 feet; thence South 61.82 feet; thence West 342.41 feet to the East line of 700 East Street; thence North 06°52'40" West 30.25 feet along the East line of 700 East Street to the point of beginning.