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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
BY: KLB, DEPUTY - WI 8 P.

After recording, please return to:

Tacy A. Hartman, Esq.  
Van Cott, Bagley, Cornwall & McCarthy  
50 South Main Street, Suite 1600  
Salt Lake City, Utah 84144

Tax Parcel Nos. 16-06-129-004  
16-06-479-011

**AMENDMENT NO. 1 TO DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

Dated as of October 30<sup>th</sup>, 2001

between

AMBERLEY PROPERTIES, L.L.C., a Utah limited liability company, as debtor and Grantor  
("Grantor")

and

METRO NATIONAL TITLE, as trustee  
("Trustee")

and

UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation,  
as secured party and beneficiary  
("Beneficiary")

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THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL ESTATE DESCRIBED HEREIN AND IS TO BE RECORDED IN THE REAL ESTATE RECORDS AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS AS A FIXTURE FILING IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH.

THE NAMES OF THE DEBTOR AND THE SECURED PARTY, THE MAILING ADDRESS OF THE SECURED PARTY FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED AND THE MAILING ADDRESS OF THE DEBTOR ARE AS DESCRIBED ON PAGE 1 HEREIN, AND A STATEMENT INDICATING THE TYPES, OR DESCRIBING THE ITEMS, OF COLLATERAL ARE AS DESCRIBED ON PAGES 1-2 OF THE ORIGINAL DEED OF TRUST, IN COMPLIANCE WITH THE REQUIREMENTS OF ARTICLE 9a, SECTION 9a-502 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH.

THIS INSTRUMENT SECURES CREDIT IN THE AMOUNT OF \$850,000. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

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**AMENDMENT NO. 1 TO DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT NO. 1 TO DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is entered into as of October 30<sup>th</sup>, 2001, by AMBERLEY PROPERTIES, L.L.C., a Utah limited liability company having its principal place of business and chief executive office at 313 South Maryfield Drive, Salt Lake City Utah, 84108, as debtor and Grantor ("Grantor"), in favor of METRO NATIONAL TITLE, whose address is 111 East Broadway, Suite 111, Salt Lake City, Utah 84111, as trustee (the "Trustee"), and UTAH COMMUNITY REINVESTMENT CORPORATION, whose address is 475 East 200 South, Suite 120, Salt Lake City, Utah 84111, as beneficiary and secured party (the "Beneficiary").

**RECITALS**

A. WHEREAS, Beneficiary made a term loan to Grantor in the original principal amount of \$850,000 (the "Original Loan") pursuant to that certain Loan Commitment and Agreement dated July 27, 2000 (the "Original Loan Agreement");

B. WHEREAS, the Original Loan was evidenced by that certain Promissory Note dated July 31, 2000, executed and delivered by Grantor in favor of Beneficiary in the original principal amount of \$850,000 (the "Original Note");

C. WHEREAS, as a condition to Beneficiary's extension of the financial accommodations in favor of Grantor as and to the extent provided in the Original Loan Agreement, and to secure the Original Loan, Grantor executed and delivered to Beneficiary, for its benefit, that certain Deed of Trust dated as of July 31, 2000 (the "Original Deed of Trust"), which Original Deed of Trust was recorded in the official real estate records of the Salt Lake County Recorder on August 7, 2000, as Entry No. 7692941 in Book 8379 commencing at Pages 5195-5215, covering certain real property owned by the Grantor situated in Salt Lake County, State of Utah, more particularly described in attached Exhibit "A" (the "Subject Property"), and that certain Assignment of Leases, Rents and Contracts dated as of July 31, 2000 (the "Original Assignment"), which Original Assignment was recorded in the official real estate records of the Salt Lake County Recorder, State of Utah, on August 7, 2000, as Entry No. 7692942 in Book 8379 commencing at Pages 5216-5222, in respect of the Subject Property;

D. WHEREAS, the obligations set forth in the Original Loan Agreement and secured by the Original Deed of Trust have not been satisfied, discharged or fully repaid;

E. WHEREAS, concurrently herewith, Grantor and Lender have executed an

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amended Loan Commitment and Agreement dated of even date herewith (the "Amended Loan Agreement") to eliminate the requirement that Grantor execute an Assignment of Tax Credits and to remove certain restrictions on the transfer of interests in Grantor; and

F. WHEREAS, the parties hereto wish to amend similar and other certain terms of the Original Deed of Trust.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO1/00 DOLLARS (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The fourth full paragraph of Section 5 of the Original Deed of Trust, (located on page 8 therein), shall be and hereby is revised in its entirety to read as follows:

Notwithstanding any inconsistent terms in the preceding paragraph, in the event of destruction of a portion of the Property which is (i) less than fifty percent (50%) of the replacement cost of improvements located on the Tract as estimated by Lender in good faith, or (ii) fifty percent (50%) or greater of the replacement cost of such improvements and Lender's receipt of notice from Borrower, within sixty (60) days of said destruction, of its intent to use the proceeds to repair or restore the Property to its original condition or such other condition as Lender reasonably may approve in writing, and provided Borrower is not in default hereunder or under the Note, Lender shall hold the balance of insurance proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property; provided, however, if Lender determines that the insurance proceeds shall not be sufficient to reconstruct or repair the Property to Lender's reasonable satisfaction, Borrower shall deposit in an interest bearing account maintained by Lender, within thirty days of Lender's request, an amount determined by Lender which, when added to the insurance proceeds, shall be sufficient to restore the Property to the equivalent of its original condition or such other condition as Lender may approve in writing.

2. The first sentence of the second full paragraph of Section 6 of the Original Deed of Trust, (located on page 9 therein), shall be and hereby is revised in its entirety to read as follows:

All causes of action of Borrower, whether accrued before or after the date of this Instrument, for damage or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, but not including causes of action of

Borrower against Lender, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorney's fees, may apply such proceeds to the sums secured by this Instrument or to any deficiency hereunder or may release any moneys so received by it or any part thereof, as Lender may elect.

3. The third full paragraph of Section 11 of the Original Deed of Trust, (located on page 11 therein), shall be and hereby is revised in its entirety to read as follows:

Notwithstanding any inconsistent terms in the preceding paragraph, in the event of destruction of a portion of the Property which is (i) less than fifty percent (50%) of the replacement cost of improvements located on the Tract as estimated by Lender in good faith, or (ii) fifty percent (50%) or greater of the replacement cost of such improvements and Lender's receipt of notice from Borrower, within sixty (60) days of said destruction of its intent to use the proceeds to repair or restore the Property to its original condition or such other condition as Lender reasonably may approve in writing, and provided Borrower is not in default hereunder or under the Note, Lender shall hold the balance of any such condemnation awards, proceeds, payments or damages to be used to reimburse Borrower for the cost of reconstruction and repair of the Property; provided, however, if Lender determines that the condemnation awards, proceeds, payments or damages shall not be sufficient to reconstruct or repair the Property to Lender's reasonable satisfaction, Borrower shall deposit in an interest bearing account maintained by Lender, within thirty days of Lender's request, an amount determined by Lender which, when added to the condemnation awards, proceeds, payments or damages, shall be sufficient to restore the Property to the equivalent of its original condition or such other condition as Lender may approve in writing.

4. Subsection (c) of Section 19 of the Original Deed of Trust, (located on page 14 therein), shall be and hereby is revised in its entirety to read as follows:

(c) sales or transfers of beneficial interests in Borrower by the non-managing member(s) of Borrower to affiliates of such non-managing member(s) and, as security, to lenders having capital and surplus of not less than \$100,000,000; and

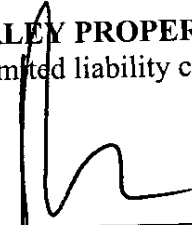
5. The Grantor hereby ratifies and confirms the lien and security interest of the Beneficiary upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Original Deed of Trust and the Original Assignment as security for the obligations under the Original Loan Agreement as amended by the Amended Loan Agreement.

6. Except as expressly amended herein, all of the terms and conditions of the Original Deed of Trust and the Original Assignment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, BORROWER has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

BORROWER:

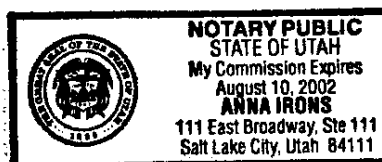
**AMBERLEY PROPERTIES, L.L.C.,**  
a Utah limited liability company

By:   
Benjamin C. Logue, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October 2001, 2001, by Benjamin C. Logue, Manager of Amberley Properties, L.L.C., a Utah limited liability company.

  
NOTARY PUBLIC SIGNATURE AND SEAL



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**BENEFICIARY'S CONSENT TO AMENDMENT**

The undersigned, as Beneficiary under the Original Deed of Trust, hereby acknowledges receipt of the foregoing Amendment No. 1 To Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and consents to and joins in all of the terms and provisions set forth therein.

Dated this 3<sup>rd</sup> day of October, 2001.

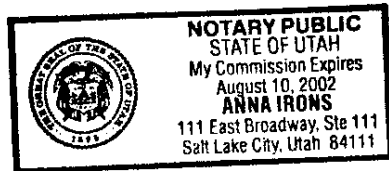
**UTAH COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation

By:   
Steven L. Graham, President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2001, by Steven L. Graham, the President of UTAH COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation.

  
NOTARY PUBLIC SIGNATURE AND SEAL



BK8521PG8643

**ASSIGNEE'S CONSENT TO AMENDMENT**

The undersigned, as assignee of the Beneficiary's interest in the Original Deed of Trust as security for obligations of the Beneficiary to the undersigned, hereby acknowledges receipt of the foregoing Amendment No. 1 To Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and consents to and joins in all of the terms and provisions set forth therein.

Dated this 3 day of October, 2001.

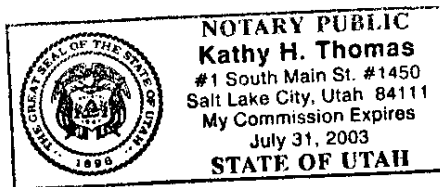
**ZIONS FIRST NATIONAL BANK**

By: Ronald M. Frandsen  
Its: Vice President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2001, by Ronald M. Frandsen, the Vice Pres. of Zions First National Bank.

Kathy H. Thomas  
NOTARY PUBLIC SIGNATURE AND SEAL



8K8521PG8644

EXHIBIT "A"

(Legal Description of the Property)

PROPERTY located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1

Beginning at a point 153 feet East of the Northwest corner of Lot 6, Block 72, Plat "A", Salt Lake Survey; and running thence East 45 feet; thence South 132 feet; thence West 45 feet; thence North 132 feet to beginning.

SUBJECT TO A RIGHT OF WAY:

Beginning at a point 158 feet East of the Northwest corner of said Lot 6; thence South 116.34 feet; thence South 45 deg. East 8 feet; thence East 34.34 feet; thence South 10 feet; thence West 45 feet; thence North 132 feet; thence East 5 feet to beginning.

PARCEL 1A:

TOGETHER WITH a right of way, insofar as the same appurtenant to the above land, described as follows:

Beginning at a point 153 feet East of the Northwest corner of said Lot 6; thence South 132 feet; thence West 5 feet; thence North 132 feet; thence East 5 to beginning.

PARCEL 1B:

ALSO TOGETHER WITH a right of way over:

Beginning 198 feet East of the Northwest corner of said Lot 6; thence South 132 feet; thence East 17 feet; thence North 132 feet; thence West 17 feet to beginning.

PARCEL 2:

Beginning at the Northeast corner of Lot 5, Block 19, Plat "B", Salt Lake City Survey; and running thence South 12.4 rods; thence West 55 feet; thence North 12.4 rods; thence East 55 feet to the point of beginning.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.