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2/3/2017 3:19:00 PM \$20.00  
Book - 10527 Pg - 348-353  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 6 P.

NCS-562102 AH  
NCS-832259 AH

**Tax Serial Number:**  
**15-23-328-006-0000**

**WHEN RECORDED MAIL TO:**  
**ZB, N.A. dba Zions First National Bank**  
**Salt Lake Commercial Banking Division**  
**1 South Main, Suite 300**  
**Salt Lake City, UT 84111**

**SEND TAX NOTICES TO:**  
**Independent Warehouse Alliance LLC**  
**1032 West 2610 South**  
**South Salt Lake, UT 84119**

**FOR RECORDER'S USE ONLY**

## **MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated January 30, 2017, is made and executed between Independent Warehouse Alliance LLC, whose address is 1032 West 2610 South, South Salt Lake, UT 84119 ("Trustor") and ZB, N.A. dba Zions First National Bank, whose address is Salt Lake Commercial Banking Division, 1 South Main, Suite 300, Salt Lake City, UT 84111 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated September 6, 2012 (the "Deed of Trust") which has been recorded in Salt Lake County, State of Utah, as follows:

**Recorded September 10, 2012 as Entry No. 11467535, in the Salt Lake County Recorder's Office, State of Utah.**

**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 1032 West 2610 South, South Salt Lake, UT 84119. The Real Property tax identification number is 15-23-328-006-0000.

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

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

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The original Promissory Note dated October 23, 2014 is hereby renewed and new funds advanced by Lender to Borrower pursuant to that certain Promissory Note of even date herein, reflecting a current principal due of \$1,750,000.00, together with all renewals of, extensions of, modifications of, refinancings 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 endorser 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 JANUARY 30, 2017.**

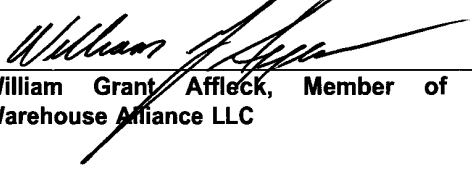
**MODIFICATION OF DEED OF TRUST  
(Continued)**

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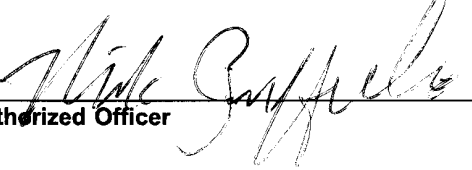
**TRUSTOR:**

**INDEPENDENT WAREHOUSE ALLIANCE LLC**

By:   
William Grant Affleck, Member of Independent  
Warehouse Alliance LLC

**LENDER:**

**ZB, N.A. DBA ZIONS FIRST NATIONAL BANK**

X   
Authorized Officer

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

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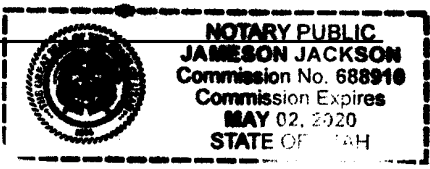
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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 31 day of January, 20 17, before me, the undersigned Notary Public, personally appeared **William Grant Affleck, Member of Independent Warehouse Alliance 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 [Signature] Residing at Salt Lake  
Notary Public in and for the State of Utah My commission expires 05/02/20



MODIFICATION OF DEED OF TRUST  
(Continued)

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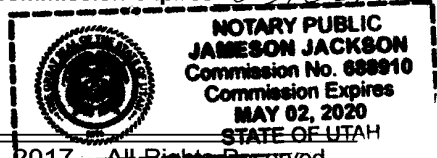
LENDER ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 31 day of January, 20 17, before me, the undersigned Notary Public, personally appeared Nick Griffiths and known to me to be the Relationship Officer, authorized agent for **ZB, 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 **ZB, N.A. dba Zions First National Bank**, duly authorized by **ZB, 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 **ZB, N.A. dba Zions First National Bank**.

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

Residing at Salt Lake  
My commission expires 05/02/20



**Exhibit "A"**

BEGINNING AT A POINT ON THE NORTH LINE 2610 SOUTH STREET, SAID POINT BEING NORTH 1316.19 FEET AND WEST 3129.63 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89° 26' 30" WEST 60 FEET; THENCE SOUTH 0° 33' 30" EAST 50.0 FEET; THENCE SOUTH 89° 26' 30" WEST 165.0 FEET; THENCE NORTH 0° 33' 30" WEST 295.92 FEET;

THENCE NORTH 64° 36' 38" EAST 215.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 750.98 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 63° 22' 23" EAST) A DISTANCE OF 32.38 FEET; THENCE SOUTH 0° 33' 30" EAST 350.80 FEET TO THE POINT OF BEGINNING.