

13016822
6/25/2019 4:20:00 PM \$40.00
Book - 10796 Pg - 327-329
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC C7300-033
1700 Lincoln Street, 3rd Floor
Denver, Colorado 80203
Attn: Loan Documentation
Tax ID : 15-22-202-014

FIRST MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of June 21, 2019, by and between METRO BUSINESS FLEX 8, LLC, a Delaware limited liability company ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust and Assignment of Rents and Leases dated as of October 6, 2016, executed by Trustor to WELLS FARGO BANK NORTHWEST, N.A., as Trustee, in favor of Beneficiary, and recorded on October 6, 2016, as Instrument (Serial) No. 12383993, in Book (Reel) 10485, at Page (Image) 2899-2918, of the Official Records of Salt Lake County, Utah ("Deed of Trust"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. The obligations secured by the Deed of Trust have been modified, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of June 21, 2019, executed by METRO BUSINESS FLEX 8, LLC and payable to Beneficiary or its order, in the principal amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) (which promissory note represents the refinancing of that certain promissory note dated as of October 6, 2016, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

G:\T1\16441\Metro Business Flex 8, LLC
7829264930\20190605069 AArellano (1st) C-
520_UT.doc

3. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By:

Pete Sattaya
PETE SATTAYA,
VICE PRESIDENT

TRUSTOR:

METRO BUSINESS FLEX 8, LLC,
a Delaware limited liability company

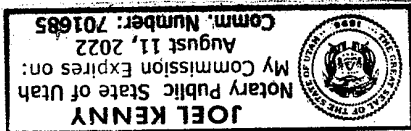
By:

Richard J. Thompson
RICHARD J. THOMPSON
MANAGER

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Pete Sattaya, the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.



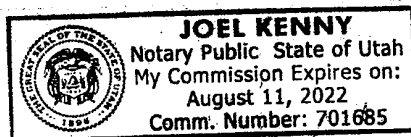
Joel Kenny
Notary Public
My Commission Expires: 8/11/22

STATE OF UTAH)

COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Richard J. Thompson, the Manager of

Metro Business Flex 8, LLC, a Delaware limited liability company, on behalf of such limited liability company.



Joel Kenny
Notary Public
My Commission Expires: 8/11/22

EXHIBIT A
TO
MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Legal Description of Property:

PARCEL C:

Beginning at a point South 00 deg. 02'35" West 923.02 feet along the quarter section line and East 1,031.56 feet from the Northwest corner of the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 76 deg. 40'34" East 390.00 feet; thence South 00 deg. 05'00" East 322.55 feet to the North line of Redwood Gardens Subdivision; thence South 89 deg. 55'00" West 260.29 feet along said North line of Redwood Gardens Subdivision; thence North 75 deg. 00'00" West 71.29 feet along said North line of Redwood Gardens Subdivision; thence North 13 deg. 19'26" West 220.53 feet to the point of beginning.

PARCEL C1:

Together with a Non-Exclusive Rights-of-Way and Easements created in that certain Declaration of Easements and Covenants (Metro Business Park-Phase I/IA) recorded October 8, 1982 as Entry No. 3718902 in Book 5413 at Page 334 of official records, and in any amendments and/or supplements thereto.

Parcel No.: 15-22-202-014