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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
TINA WRIGHT  
8051 CONGRESS AVE  
BOCA RATON FL 33487  
BY: DSA, DEPUTY - MA 10 P:

[Utah]

Prepared by, recording requested by,  
and when recorded, please return to:  
Tina Wright, Recording Clerk  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, Florida 33487  
800-487-7483 ext. 9501 Parcel: 22-21-227-012-0000

AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND  
ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment"), dated as of September 13, 2019 is made by and between SBA 2012 TC ASSETS, LLC, a Delaware limited liability company ("Mortgagor"), whose address is 8051 Congress Avenue, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, "Mortgagee", which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS-Alternative and Structured Finance Services.

A. The Mortgagor, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Existing Loan Agreement"), among Mortgagor, as borrower, any additional borrower or borrowers party thereto, and Mortgagee, as lender.

B. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "Servicer") and the others party thereto entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (the "Amendment and Restatement"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "Loan Agreement"), which among other things, amended the Existing Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.

C. The Mortgagor, the Servicer and the others party thereto entered into that certain Fifth Loan and Security Agreement Supplement and Amendment dated as September 13, 2019 (the "Supplement"), which among other things, amended the Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.

DOCUMENT 1 OF 2

D. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor's obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "Existing Mortgage") which encumbers the fee simple estate(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.

E. Subsequent to executing and delivering the Existing Mortgage, the Mortgagor acquired one or more additional estates in the real property described in the Existing Mortgage.

F. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Schedule A of the Existing Mortgage is amended to include the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto and all references wherever contained in the Existing Mortgage to "Owned Land" shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Mortgage is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Mortgage to "Mortgaged Lease" shall be deemed to include such agreement(s), if any. Schedule B-2 of the Existing Mortgage is amended to include the parcel(s) of real property, if any, described on Schedule B-2 attached hereto and all references wherever contained in the Existing Mortgage to "Leased Land" in the Existing Mortgage shall be deemed to include such parcel(s) of real property, if any. By making, executing and delivering this instrument, Mortgagor specifically intends that merger of title shall not occur with respect to any estate held by Mortgagor in the parcels of real property, whether fee simple or under the Mortgaged Lease or otherwise, and that each interest shall remain separate and distinct notwithstanding the making, execution and delivery of this instrument.

2. All references in the Existing Mortgage to the defined term "Mortgage" shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties hereby give notice that the Existing Loan Agreement has been amended pursuant to the Amendment and Restatement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Existing Loan Agreement referred to in the Mortgage, as amended and restated by the

Amendment and Restatement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

3. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

4. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

5. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

7. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

8. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

10. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

[SIGNATURE PAGE FOLLOWS]

This Amendment has been duly executed by the parties hereto as of the date first set forth above.

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

By:   
Name: Joshua Koenig  
Title: Vice President & Associate General Counsel-International

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of FLORIDA                    )  
  :SS  
County of PALM BEACH        )

On the 13 day of September in the year 2019 before me, the undersigned, personally appeared Joshua Koenig personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

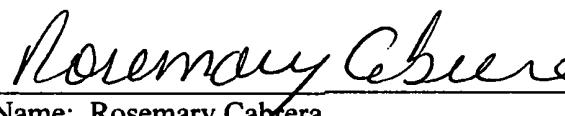
  
NOTARY PUBLIC



Kaela Feliciano  
Commission # GG023862  
Expires: August 23, 2020  
Bonded thru Aaron Notary

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as trustee and lender

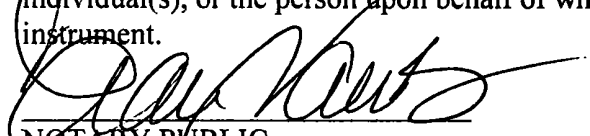
By:   
Name: Ellen Jean-Baptiste  
Title: Assistant Vice President

By:   
Name: Rosemary Cabrera  
Title: Associate

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

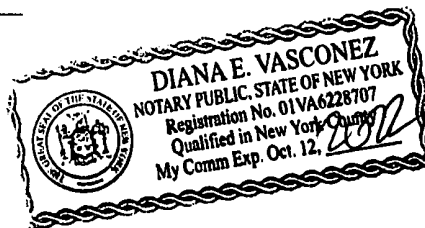
State of New York )  
County of New York ) ss.:

On the 13 day of September in the year 2019 before me, the undersigned, personally appeared Ellen Jean-Baptiste as Assistant Vice President and Rosemary Cabrera, as Associate of Deutsche Bank Trust Company Americas, a National Banking Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
NOTARY PUBLIC

[NOTARY SEAL]/ [NOTARY STAMP]

My Commission Expires: \_\_\_\_\_



**SCHEDULE I**  
**Security Instruments**

The following Security Instruments are recorded in all public records of

County: SALT LAKE  
State: UT  
Site Code: UT48061-A  
PARCEL ID:  
Address: 1966 EAST 6200 SOUTH, Salt Lake City, UT, 84121

**A. Deed of Trust, Fixture Filing and Assignment of Leases and Rents**

Grantor/Trustor/ Mortgagor: SBA 2012 TC Assets, LLC  
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas  
Dated: April 18, 2013  
Recording Information: 12/17/2013 inst#11777153 bk#10199  
pg:9102-9149

Schedule A

Fee Owned

NONE



Schedule B-1

Description of the Easement

Grant of Easement ("Easement"), dated September 12, 2012, by and between Graystone Holding Company, LLC, a Utah limited liability company, as grantor, and TCO Assets Land LLC, a Delaware limited liability company, as grantee, and recorded in the County Recorder's Office of Salt Lake County, State of Utah on September 21, 2012, as Instrument Number 11476203, in Book 10058, Page 4530-4541.

As assigned by that certain Assignment and Assumption of Grant of Easement, dated April 18, 2013, by SBA 2012 TC Assets Land, LLC, f/k/a TCO Assets Land LLC, a Delaware limited liability company, to SBA 2012 TC Assets, LLC, a Delaware limited liability company, to be recorded; as may have been, or may hereafter be assigned or amended.

Schedule B-2

Easement Interest

Easement Area

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET AND SOUTH 00°07'45" WEST 228.29 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 10.00 FEET; THENCE NORTH 00°07'45" EAST 15.33 FEET; THENCE EAST 10.00 FEET; THENCE SOUTH 00°07'45" WEST 15.33 FEET TO THE POINT OF BEGINNING.

CONTAINS: 153 SQFT

As more particularly described and depicted in that certain As-Built Survey last dated March 14, 2012 for TCO Assets Land LLC (Site UT2015), performed by McNeil Engineering, and bearing the seal of Michael D. Hoffman, professional land surveyor in the State of Utah.

Access Easement

BEGINNING AT A POINT NORTH 89°56'00" WEST 266.97 FEET, SOUTH 00°04'00" WEST 33.02 FEET, SOUTH 00°07'45" WEST 228.29 FEET AND WEST 15.33 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 63.73 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 48.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE NORTH 11°00'00" WEST 73.65 FEET TO THE POINT OF CURVATURE OF A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 14.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 59°00'00" TO THE EASTERLY RIGHT OF WAY LINE OF JEREMY DRIVE, AN EXISTING PUBLIC STREET; THENCE NORTH 20°00'00" EAST ALONG SAID RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF CURVATURE OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT; RADIUS POINT BEARS SOUTH 20°00'00" WEST; THENCE 35.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°00'00"; THENCE SOUTH 11°00'00" EAST 73.65 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°00'00"; THENCE EAST 63.77 FEET THENCE SOUTH 00°07'45" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,932 SQFT, 0.090 ACRES

As more particularly described and depicted in that certain As-Built Survey last dated March 14, 2012 for TCO Assets Land LLC (Site UT2015), performed by McNeil Engineering, and bearing the seal of Michael D. Hoffman, professional land surveyor in the State of Utah.