

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC T7408-01V  
4101 Wiseman Blvd.  
Bldg. 108, Floor 1  
San Antonio, TX 78251  
General Phone Number: 210.543.3015

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

THIS MODIFICATION (this "Modification") is entered into as of September 18, 2023, by and between METRO BUSINESS FLEX 8, L.L.C., 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 March 2, 2017, executed by Trustor to WELLS FARGO BANK NORTHWEST, N.A., as Trustee, in favor of Beneficiary, and recorded on March 3, 2017, as Instrument (Serial) No. 12488180, in Book (Reel) 10535, at Page (Image) 690-707, of the Official Records of Salt Lake County, Utah, as modified ("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 September 18, 2023, executed by METRO BUSINESS FLEX 8, LLC and payable to Beneficiary or its order, in the principal amount of Eight Hundred Ten Thousand Dollars (\$810,000.00) (which promissory note represents the refinancing of that certain promissory note dated as of May 4, 2023, 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.

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

Legal Description of Property:

**PARCEL K:**

Beginning South 00 deg. 02'36" West 1,579.03 feet along the quarter section line and East 2,763.18 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 East 279.15 feet; thence South 234.29 feet to the Northerly right of way line of 2320 South Street; thence South 89 deg. 55'00" West 291.59 feet along said Northerly right of way line of 2320 South Street; thence Westerly and Northerly 22.28 feet along the arc of a 28.00 foot non-tangent radius curve to the right (long chord bears North 22 deg. 52'39" West 21.70 feet); thence North 00 deg. 05'00" West 130.00 feet; thence Northeasterly 88.18 feet along the arc of a 179.87 foot radius curve to the right (long chord bears North 13 deg. 57'41" East 87.30 feet) to the point of beginning.

**PARCEL K1:**

Together with the Non-Exclusive Rights-of-Way and Easements created in that certain Declaration of Easement, Covenants and Restrictions (Metro Business Park-Phase II) recorded November 12, 1986 as Entry No. 4347986 in Book 5839 at Page 682 of official records, and in any amendments and/or supplements thereto.

Parcel No.: 15-23-151-004

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.

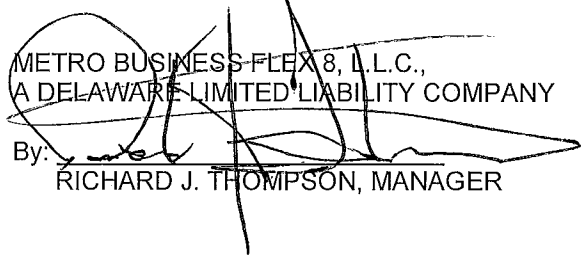
BENEFICIARY:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:

  
ANNA MKRTCHYAN,  
VICE PRESIDENT

TRUSTOR:

  
METRO BUSINESS FLEX 8, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY

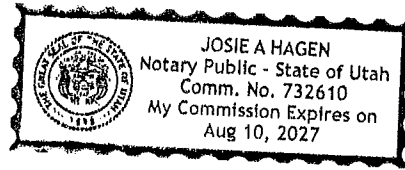
By:

RICHARD J. THOMPSON, MANAGER

STATE OF UTAH )  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 18 day of September, 2023, by ANNA MKRtchyan, the VP of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.

Josie A Hagen  
Notary Public  
My Commission Expires: 08/10/2027



STATE OF UTAH )  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 18 day of September, 2023, by Richard J Thompson, the MANAGER of Metro Business Flex 8 LLC a Utah limited liability company, on behalf of such limited liability company.

Josie A Hagen  
Notary Public  
My Commission Expires: 08/10/2027

