

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC C7300-033
1700 Lincoln Street, 3rd Floor
Denver, Colorado 80203
Attr: Loan Documentation

13680593
6/2/2021 4:31:00 PM \$40.00
Book - 11184 Pg - 5914-5920
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 7 P.

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

THIS MODIFICATION (this "Modification") is entered into as of April 3, 2020, 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, as modified by the First Modification described below (as modified, the "Deed of Trust/Parcel C"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference, which property may be referred to in this Modification as the "Parcel C Real Property").

B. The Deed of Trust/Parcel C was previously modified by that certain First Modification of Deed of Trust and Assignment of Rents and Leases dated as of June 21, 2019, executed by Trustor and Beneficiary, and recorded on June 25, 2019, as Instrument (Serial) No. 13016822, in Book (Reel) 10796, at Page (Image) 327-329, of the Official Records of Salt Lake County, Utah (the "First Modification of Deed of Trust/Parcel C") with respect to the Parcel C Real Property.

C. The First Modification of Deed of Trust/Parcel C modified the original Deed of Trust/Parcel C to provide that the obligations secured thereby include a promissory note dated as of June 21, 2019, executed by Trustor and payable to Beneficiary or its order in the principal amount of \$2,700,000.00 (the "2019 Note"), which represents a refinancing of the prior note dated as of October 6, 2016, executed by Trustor and payable to Beneficiary or its order in the principal amount of \$2,350,000.00 (the "2016 Note"), which was referenced in the original Deed of Trust/Parcel C.

D. Concurrently with the execution and delivery of the original Deed of Trust/Parcel C, a separate Deed of Trust and Assignment of Rents and Leases dated as of October 6, 2016, was 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. 12383994, in Book (Reel) 10485, at Page (Image) 2919-2938, of the Official Records of Salt Lake County, Utah (the "Deed of Trust/Parcel H"), with respect to certain real property described on the Exhibit attached to the Deed of Trust/Parcel H, which is

described on Exhibit B attached hereto and incorporated herein by this reference, and which property may be referred to in this Modification as the "Parcel H Real Property".

E. The Deed of Trust/Parcel H states that it secures the 2016 Note.

F. Concurrently with the execution and delivery of the First Modification of Deed of Trust/Parcel C, a separate Deed of Trust Deed of Trust and Assignment of Rents and Leases dated as of June 21, 2019 was executed by Trustor to WELLS FARGO BANK NORTHWEST, N.A., as Trustee, in favor of Beneficiary, and recorded on June 25, 2019, as Instrument (Serial) No. 13016823, in Book (Reel) 10796, at Page (Image) 330-347, of the Official Records of Salt Lake County, Utah (the "Deed of Trust/Parcel I"), with respect to certain real property described on the Exhibit attached to the Deed of Trust/Parcel I, which is described on Exhibit C attached hereto and incorporated herein by this reference, and which property may be referred to in this Modification as the "Parcel I Real Property".

G. The Deed of Trust/Parcel I states that it secures 2019 Note.

H. It was the intention of the parties that the Deed of Trust/Parcel H be reconveyed and that the 2019 Note be secured only by (i) the Deed of Trust/Parcel C, which encumbers the Parcel C Real Property, and (ii) the Deed of Trust/Parcel I, which encumbers the Parcel I Real Property.

I. Trustor and Beneficiary desire to clarify their intentions by recording this Modification with the aforesaid Recitals and the statement set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. If the Deed of Trust/Parcel H has not heretofore been reconveyed, then it shall be reconveyed as soon as practicable hereafter.
2. Parcel H does not secure the 2016 Note, nor the 2019 Note.
3. The Deed of Trust/Parcel C, which encumbers the Parcel C Real Property, and the Deed of Trust/Parcel I, which encumbers the Parcel I Real Property, shall continue in full force and effect and the obligations secured thereby shall continue to include the 2019 Note.
4. The real property and the whole thereof described in the Deed of Trust/Parcel C, which is modified hereby, shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Parcel C 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/Parcel C, 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 the Deed of Trust/Parcel C and/or the 2019 Note secured thereby.
5. The real property and the whole thereof described in the Deed of Trust/Parcel I which is referenced herein, shall remain subject to the lien, charge or encumbrance of the Deed of Trust/Parcel I 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/Parcel I, 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 the Deed of Trust/Parcel I and/or the 2019 Note secured thereby.
6. All terms and conditions of the Deed of Trust/Parcel C not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust/Parcel C 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:

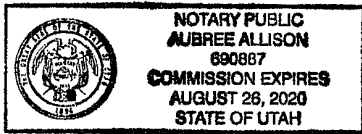
METRO BUSINESS FLEX 8, L.L.C.,
a Delaware limited liability company

By: *Richard J. Thompson*
RICHARD J. THOMPSON,
MANAGER

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2020, by PETE SATTAYA, the VICE PRESIDENT of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.

Aubree Allison
Notary Public
My Commission Expires: August 26, 2020



STATE OF UTAH

COUNTY OF Summit

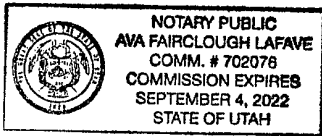
) ss.

Richard J. Thompson

RJT

The foregoing instrument was acknowledged before me this 22 day of April, 2020, by Ava Fairclough-Lafave, the MANAGER of

Metro Business Flex 8, LLC, a Limited Liability Co. limited liability company, on behalf of such limited liability company.



Ava - Fairclough - Lafave

Notary Public

My Commission Expires: 09-04-2022

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

Legal Description of Property that is defined in the Second Modification to which this is attached as the "Parcel C Real 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

EXHIBIT B
TO
SECOND MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Legal Description of Property that is defined in the Second Modification to which this is attached as the "Parcel H Real Property":

PARCEL H:

Beginning at a point South 00°02'35" West 790.63 feet along the Quarter Section Line and East 2,240.61 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 Easterly 44.03 feet along the arc of a 303.52 foot radius curve to the right (long chord bears North 83°42'30" East 43.99 feet); thence North 87°51'52" East 329.89 feet; thence Southerly 43.99 feet along the arc of a 28.00 foot radius curve to the right (long chord bears South 47°08'08" East 39.60 feet); thence South 02°08'08" East 135.00 feet; thence Southeasterly 110.47 feet along the arc of a 141.88 foot radius curve to the left (long chord bears South 24°26'29" East 107.70 feet); thence South 46°44'49" East 68.45 feet; thence Southerly 46.78 feet along the arc of a 95.69 foot radius curve to the right (long chord bears South 32°44'27" East 46.32 feet); thence West 381.92 feet; thence South 35.00 feet to the North line of Redwood Gardens Subdivision; thence South 89°55'00" West 145.00 feet along the North line of Redwood Gardens Subdivision; thence North 363.85 feet to the point of beginning.

PARCEL H1:

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.: 15-22-227-034

EXHIBIT C
TO
SECOND MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Legal Description of Property that is defined in the Second Modification to which this is attached as the "Parcel I Real Property":

PARCEL I:

Beginning at a point South 00 deg. 02'35" West 1,119.27 feet along the quarter section line and East 2,385.85 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 381.92 feet; thence Southerly 31.29 feet along the arc of a 95.69 foot radius curve to the right (long chord bears South 09 deg. 22'02" East 31.15 feet); thence South 280.00 feet; thence Southerly 88.22 feet along the arc of a 180.49 foot radius curve to the right (long chord bears South 14 deg. 00'11" West 87.35 feet); thence West 322.79 feet to the East line of Redwood Gardens Subdivision; thence North 00 deg. 05' 00" West 86.55 feet along the East line of Redwood Gardens Subdivision; thence South 89 deg. 55'00" West 20.00 feet along the North line of Redwood Gardens Subdivision; thence North 00 deg. 05'00" West 274.00 feet along the East line of Redwood Gardens Subdivision; thence South 89 deg. 55' 00" West 22.535 feet thence North 35.00 feet to the point of beginning.

Less and excepting therefrom the following:

Beginning at the Northeast corner of Lot 113, Redwood Gardens, Plat "A", a subdivision located in the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89 deg. 55' East 10.00 feet; thence South 0 deg. 05' East 112 feet, thence South 89 deg. 55' West. 10.00 feet; thence North 0 deg. 05' West 112 feet to the point of beginning.

PARCEL I1:

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.: 15-22-2-27-015