

165090-CPB

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  
Attn: Loan Documentation

Tax ID: 15-17-276-009

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

THIS MODIFICATION (this "Modification") is entered into as of December 17, by and between TEI PROPERTIES, LLC ("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 February 16, 2023, executed by Trustor to WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, in favor of Beneficiary, and recorded on February 17, 2023, as Instrument (Serial) No. 14073568, in Book (Reel) 11401, at Page (Image) 6489, 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.

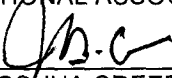
NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to delete from the definition of Secured Obligations therein that certain promissory note dated as of February 16, 2023, executed by TURF EQUIPMENT & IRRIGATION, INC. and TURF EQUIPMENT & AGRONOMICS, LLC and payable to Beneficiary or its order, in the principal amount of One Million Seven Hundred Thousand Dollars (\$1,700,000.00).
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.
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:   
\_\_\_\_\_  
JOSHUA CREER,  
VICE PRESIDENT

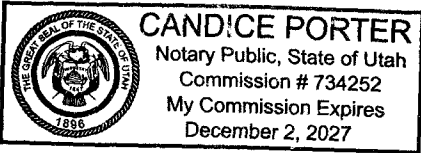
TRUSTOR:

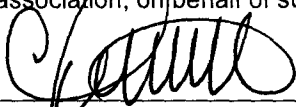
TEI PROPERTIES, LLC

By:   
\_\_\_\_\_  
TYLER B. SORENSON,  
MANAGER

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

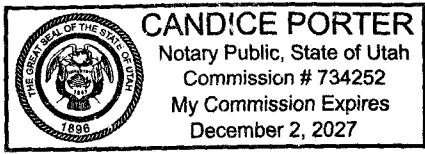
The foregoing instrument was acknowledged before me this 20 day of December, 2024 by Joshua Greer, the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12-2-2027

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 20 day of December, 2024 by Tyler Sorenson, the Manager of TEI Properties, LLC a Utah limited liability company, on behalf of such limited liability company.




  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12-2-2027

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

Legal Description of Property:

Policy No.: 82511-230764109

Lot 16-A, NIN TECH EAST VII - AMENDED LOTS 16 & 17, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on May 20, 2013 as Entry No. 11645416 in Book 2013P at Page 91.