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RASHELLE HOBBS
Recorder, Salt Lake County, UT
NATIONAL TITLE AGCY OF UT INC
BY: eCASH, DEPUTY - EF 17 P.

This instrument was prepared by and
after recording return to:

Virginia M. Pedreira
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101-4109

Loan Nos. 10517129 and 10517129A

Tax Parcel No. 15-35-200-047-0000

This document is being recorded to correct page 4, Section 3.2.10 of the Second Consent to Transfer and Modification of Deed of Trust, Security Agreement and Fixture Filing and Absolute Assignment of Leases and Rents and Other Loan Documents recorded on November 30, 2021 as Instrument No. 13835841 in Book 11275, Page 9858 of official records.

**SECOND CONSENT TO TRANSFER AND MODIFICATION OF DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING AND ABSOLUTE ASSIGNMENT OF
LEASES AND RENTS AND OTHER LOAN DOCUMENTS**

(Salt Lake County, Utah)

THIS SECOND CONSENT TO TRANSFER AND MODIFICATION OF DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND OTHER LOAN DOCUMENTS (this "Agreement") is made and entered into this 30th day of November, 2021 (the "Effective Date"), by RIVERFRONT APARTMENTS, LLC, a Utah limited liability company d/b/a RIVERFRONT APARTMENTS (the "Original Borrower"), SANCHEZ UTAH 4, LLC, a Delaware limited liability company ("SANCHEZ," and together with the Original Borrower, the "Existing Borrowers"), and TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation (the "Lender").

RECITALS

A. To evidence a certain loan made to the Original Borrower (the "Loan"), the Original Borrower has heretofore executed and delivered to the Lender its Secured Promissory Note dated July 6, 2017, in the original principal amount of Thirty-Six Million Seven Hundred Thousand Dollars (\$36,700,000) (the "Original Note"). The Original Note is secured by (i) a Deed of Trust, Security Agreement and Fixture Filing dated July 6, 2017 recorded in the Official Records of Salt Lake County, Utah on July 6, 2017 under Document No. 12570717 granted by the Original Borrower to Commonwealth Land Title Insurance Company, as trustee ("Trustee") for the benefit of the Lender (the "Deed of Trust") encumbering certain real property (the "Real Property") located in said County and State, as more particularly described in Exhibit A attached hereto, and certain personal and intangible property of the Original Borrower as more particularly described therein (collectively, the "Property"), and (ii) an Absolute Assignment of Leases and Rents dated as of even date therewith (the "Rent Assignment") recorded in said County and State on July 6, 2017, under Document No. 12570718 in which the leases of and rents derived from any portion or all of the Property were assigned to the Lender.

The Original Borrower and Kevin S. Garn, an individual, and John R. Thackeray, an individual (collectively, the “**Carveout Obligors**”) also executed for the benefit of the Lender in connection with the Loan an Environmental Indemnity Agreement dated July 6, 2017 (the “**Environmental Indemnity**”). The Loan is also supported by a Carveout Guarantee and Indemnity Agreement dated July 6, 2017 executed by the Carveout Obligors in favor of the Lender (the “**Carveout Guarantee**”).

B. After the funding of the Loan, the Original Borrower requested the Lender’s consent to transfer a ten percent (10%) interest in the Property to Sanchez (the “**First TIC Transfer**”). The Lender granted its consent to the First TIC Transfer pursuant to the terms of that certain Consent to Transfer and Loan and Deed of Trust Modification Agreement dated August 10, 2017 and recorded in the Official Records of Salt Lake County, Utah on August 10, 2017 under Document No. 12593697 (the “**First Modification Agreement**”). The Original Note, Deed of Trust, Rent Assignment, Environmental Indemnity, Carveout Guarantee and all other agreements, lease subordinations, certificates and environmental and other indemnities executed in connection with the Loan, as modified by the First Modification Agreement, are collectively referred to herein as the “**Loan Documents**,” and the Deed of Trust and the Rent Assignment, as modified by the First Modification Agreement, are collectively referred to as the “**Security Documents**.” All references herein to the Deed of Trust shall mean the Deed of Trust as modified by the First Modification Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Deed of Trust.

C. The Existing Borrowers applied to the Lender for an addition loan in the amount of Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000) (the “**Additional Loan**”), and in connection with the Additional Loan, Sanchez desires to transfer the ten percent (10%) tenant-in-common interest in the Property back to the Original Borrower (the “**Second TIC Transfer**”).

D. Pursuant to that certain Loan Application/Commitment dated September 17, 2021, AEGON USA Realty Advisors, LLC (“**AEGON**”), as agent for the Lender, agreed to fund the Additional Loan, to be secured by the Property. The Additional Loan is evidenced by that Secured Promissory Note executed by the Original Borrower in favor of the Lender in the original principal amount of Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000) (the “**Additional Note**”). The Additional Note is secured and supported by all of the collateral and Loan Documents evidencing and securing the Loan.

E. The Lender is willing to consent to the Second TIC Transfer and make the Additional Loan to the Original Borrower, but only to the extent specifically provided for herein and only upon the terms and conditions herein contained and contained in the Loan Modification Documents described herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

AGREEMENT

1. **Confirmation of Loan.** All of the Loan Documents are hereby confirmed by the Existing Borrowers as being in full force and effect and the Existing Borrowers acknowledge (i) that they are fully liable under the Loan Documents in accordance with their terms, (ii) that they have no defenses or offsets

to any of their obligations thereunder, and (iii) that the Lender has performed all of its obligations to this date.

2. Lender's Consent. Subject to the satisfaction of closing conditions referred to below and the terms of this Agreement, and the valid conveyance to Original Borrower of the entirety of Sanchez's right, title and interest to any portion of the Property, the Lender consents to the Second TIC Transfer.

3. Modification of the Deed of Trust and other Loan Documents. As of the Effective Date, the Deed of Trust and other Loan Documents are hereby modified as follows:

3.1 Defined Terms. The defined terms set forth in the Deed of Trust and the other Loan Documents shall be updated as follows: (a) all references to the "Borrower" or "Trustor" in the Loan Documents shall refer solely to the Original Borrower; (b) all references in the Loan Documents to the "Indebtedness" shall mean the Indebtedness as increased by the Additional Loan and including the Original Note and the Additional Note; (c) all references to the "Loan" shall mean the Loan as increased by the Additional Loan; (d) all references to the "Note" shall mean the Original Note and the Additional Note; and (e) all references to the "Loan Documents" shall mean the Loan Documents, as modified by the Loan Modification Documents.

3.2 Modification of Deed of Trust. In addition to the modifications set forth in Section 3.1 above, the Deed of Trust shall be further modified as follows:

3.2.1 The definition of "TIC Agreement" set forth in Section 3 is hereby deleted in its entirety.

3.2.2 Section 5.1 is hereby deleted and replaced in its entirety with the following:

"The Borrower is under the Legal Control of the Key Principals."

3.2.3 Section 5.25 is hereby deleted in its entirety.

3.2.4 Section 6.1 is hereby deleted and replaced in its entirety with the following:

"The Borrower shall remain in good standing as a limited liability company under the laws of Utah and shall maintain in force all statements of fictitious name and registrations necessary for the lawful operation of its business in Utah during the term of the Loan."

3.2.5 Section 6.6 is hereby deleted and replaced in its entirety with the following:

"The Borrower shall remain under the Legal Control of one or more Permitted Control Group Members during the term of the Loan."

3.2.6 Sections 6.26, 6.27 and 6.28 are hereby deleted in their entirety.

3.2.7 Sections 14.2 and 14.3 are each hereby deleted in their entirety and replaced with the following:

“INTENTIONALLY DELETED”

3.2.8 The definition of “Carveouts” as set forth in Section 21.1 is hereby amended by adding the following subsection (m):

“(m) Transfer of any right, title or interest in and to the ‘Riverfront Apartments’ doing business as (“DBA”) name to any other party, or failure to maintain the ‘Riverfront Apartments’ DBA name in good standing.”

3.2.9 Sections 21.2(a) and (b) are deleted and replaced in their entirety with the following:

“(a) The Borrower voluntarily transfers the Property or creates any material voluntary lien on the Property in violation of this Deed of Trust.

(b) The Borrower causes or allows the filing of an involuntary bankruptcy petition under Title 11 of the United States Code in collusion with creditors other than the Lender.”

3.2.10 Section 22.7 is hereby deleted and replaced in its entirety with the following:

“This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of Salt Lake County, Utah, with respect to any and all fixtures comprising Property. The “debtor” is Riverfront Apartments, LLC, a limited liability company d/b/a Riverfront Apartments, organized under Utah law; the “secured party” is Transamerica Life Insurance Company, an Iowa corporation; the collateral is as described in Subsection 22.2 above and the granting clause of this Deed of Trust; and the addresses of the debtor and secured party are the addresses stated in Subsection 26.13 of this Deed of Trust for Notices to such parties. The organizational identification number of the debtor is 8981951-0160. The owner of record of the Real Property is Riverfront Apartments, LLC, a Utah limited liability company d/b/a Riverfront Apartments. The Borrower acknowledges that it has received a copy of this Deed of Trust as a fixture filing.”

3.2.11 Section 26.13 is hereby deleted and replaced in its entirety with the following:

“In order for any demand, consent, approval or other communication to be effective under the terms of this Deed of Trust, Notice must be provided under the terms of this Subsection. All Notices must be in writing. Notices may be (a) delivered by hand, (b) transmitted by as a pdf attachment by email (with a duplicate copy sent by first class mail, postage prepaid), (c) sent by certified or registered mail, postage prepaid, return receipt requested, or (d) sent by reputable overnight courier service, delivery charges prepaid. Notices shall be addressed as set forth below:

If to the Lender:

Transamerica Life Insurance Company
c/o AEGON USA Realty Advisors, LLC
6300 C Street SW
Cedar Rapids, Iowa 52499
Attn: Mortgage Loan Department ~ 3B-CR
Reference: Loan Nos. 10517129 and 10517129A
Email: aamservicing@aegonam.com

If to the Borrower:

Riverfront Apartments, LLC
c/o Garn Development
748 W. Heritage Park Blvd., Suite 203
Layton, Utah 84041
Attention: Mike Christensen
Email: mike@garndev.com

If to the Trustee:

Commonwealth Land Title Insurance Company
6770 South 900 East, Suite 101
Midvale, Utah 84047
Email: ann@nta.bz

Notices delivered by hand or by overnight courier shall be deemed given when actually received or when refused by their intended recipient. Notices sent by email will be deemed delivered when a read receipt has been received (provided receipt has been verified by telephone confirmation or one of the other permitted means of giving Notices under this Subsection). Mailed Notices shall be deemed given on the date of the first attempted delivery (whether or not actually received). Any party to this Agreement may change its address for Notice by giving Notice of such change to the other party.”

3.2.12 Section 26.35 (APPOINTMENT) is hereby deleted in its entirety.

3.3 Modification of Rent Assignment. In addition to the modifications set forth in Section 3.1 above, the Rent Assignment shall be further modified as follows:

3.3.1 Section 18 is hereby deleted and replaced in its entirety with the following:

“In order for any demand, consent, approval or other communication to be effective under the terms of this Assignment, Notice must be provided under the terms of this Section. All Notices must be in writing. Notices may be (a) delivered by hand, (b) transmitted by as a pdf attachment by email (with a duplicate copy sent by first class mail, postage prepaid), (c) sent by certified or registered mail, postage prepaid, return receipt requested, or (d) sent by reputable overnight courier service, delivery charges prepaid. Notices shall be addressed as set forth below:

If to the Lender:

Transamerica Life Insurance Company
c/o AEGON USA Realty Advisors, LLC
6300 C Street SW
Cedar Rapids, Iowa 52499
Attn: Mortgage Loan Department – 3B-CR
Reference: Loan Nos. 10517129 and 10517129A
Email: leasing@aegonam.com

If to the Borrower:

Riverfront Apartments, LLC
c/o Garn Development
748 W. Heritage Park Blvd., Suite 203
Layton, Utah 84041
Attention: Mike Christensen
Email: mike@garndev.com

Notices delivered by hand or by overnight courier shall be deemed given when actually received or when refused by their intended recipient. Notices sent by email will be deemed delivered when a read receipt has been received (provided receipt has been verified by telephone confirmation or one of the other permitted means of giving Notices under this Section). Mailed Notices shall be deemed given on the date of the first attempted delivery (whether or not actually received). Either the Lender or the Borrower may change its address for Notice by giving Notice of such change to the other party.”

3.4 Modification of Original Note. In addition to the modifications set forth in Section 3.1 above, the Original Note shall be further modified as follows:

3.4.1 The definition of “Carveouts” as set forth in Section 14.1 is hereby amended by adding the following subsection (m):

“(m) Transfer of any right, title or interest in and to the ‘Riverfront Apartments’ doing business as (“DBA”) name to any other party, or failure to maintain the ‘Riverfront Apartments’ DBA name in good standing.”

3.4.2 Sections 14.2(a) and (b) are deleted in their entirety and replaced as follows:

“(a) The Borrower voluntarily transfers the Property or creates any material voluntary lien on the Property in violation of the Deed of Trust.

(b) The Borrower causes or allows the filing of an involuntary bankruptcy petition under Title 11 of the United States Code in collusion with creditors other than the Lender.”

4. Additional Advance. To evidence and secure the Additional Loan, in addition to the Additional Note, the Original Borrower shall deliver to the Lender the following documents, each of which shall be in a form acceptable to Lender and dated as of even date herewith (together with this Agreement and the Additional Note, the “**Loan Modification Documents**”): (i) a First Amendment to Carveout Guarantee and Indemnity Agreement executed by the Carveout Obligors, (ii) a First Amendment to Environmental Indemnity Agreement executed by the Carveout Obligors and the Original Borrower, (iii) a Supplemental Closing Certificate executed by the Original Borrower, and (iv) an Assignment and Subordination of Management Agreement executed by the Original Borrower and Western Workhorse Management, LLC, a Utah limited liability company, d/b/a Nxt Property Management, as manager.

5. Secured Obligations. The Security Documents shall secure the repayment of the Indebtedness as evidenced by, and the performance of all of the Obligations required to be performed under, the Original Note and the Additional Note, and the Loan Documents, as amended by the Loan Modification Documents (except to the extent a Loan Document, as so amended, expressly states that it is unsecured). Accordingly, the Original Borrower hereby grants, bargains, warrants, conveys, alienates, releases, assigns, sets over and confirms to the Trustee, in trust, with power of sale, for the benefit of the Lender, and to its successors and assigns until repayment of the Indebtedness in full, all of the Original Borrower’s existing and after acquired interests in the Real Property under the terms and conditions of the Deed of Trust to secure the repayment of the Original Note, the Additional Note and the rest of the Indebtedness, as such term is modified herein, any increases, modifications, renewals, or extensions of the Indebtedness, and substitutions for the Indebtedness, as well as the performance of the Original Borrower’s other Obligations. In addition, subject to the terms of the Rent Assignment, the Original Borrower hereby grants, bargains, sells, transfers, sets over, delivers and absolutely, unconditionally and irrevocably assigns unto the Lender the Leases and Rents and grants to the Lender a security interest in the Personal Property to secure the Indebtedness (as that term is modified herein) and the performance of the Original Borrower’s other Obligations.

6. Cross-Default. A Default under the Original Note or the Additional Note shall constitute a Default under the Security Documents, all as modified by the Loan Modification Documents, and a Default under either the Original Note or the Additional Note shall constitute a Default under both the Original Note and the Additional Note.

7. Release of Lender. As part of the consideration for this Agreement, the Existing Borrowers agree and acknowledge that they have no claims against the Lender in connection with the Loan or the Additional Loan and hereby release the Lender from, and covenant not to bring any suit against the Lender for, any such claim, known or unknown, based on any facts existing prior to the Effective Date.

8. Expense Reimbursements. The Existing Borrowers shall reimburse the Lender upon demand for all title premiums, title search charges, escrow fees, documentary stamps, intangible taxes, recording fees and other costs, expenses and attorneys' fees incurred by the Lender in connection with this Agreement or the satisfaction of any of the closing conditions referred to in Section 9 below (the "Expense Reimbursements").

9. Conditions to Closing. The Lender's consents in this Agreement and any modifications to the Loan and the Loan Documents evidenced hereby are subject to the satisfaction of all of the conditions and requirements set forth in the Commitment, but shall be deemed effective upon the recordation of a fully executed copy of this Agreement. Such recordation shall not, however, constitute a waiver of any then-existing default or of any requirement to satisfy a closing condition that has not been met unless such waiver is evidenced by the Lender's specific written agreement to that effect in each instance. Additionally, the Existing Borrowers acknowledge and agree that they shall remain liable for the Expense Reimbursements irrespective of whether any other closing condition is satisfied or the remainder of this Agreement becomes effective.

10. No Subordination. This Agreement does not constitute nor is it intended to be or create a subordination of the lien of the Security Documents to any other lien on or interest in the property encumbered thereby whether created or recorded before or after the Security Documents.

11. No Waiver. This Agreement shall not constitute a waiver or modification of any terms, provisions or requirements of the Loan Documents or Loan Modification Documents in any respect except as herein specifically set forth or as otherwise expressly agreed to by the Lender in writing.

12. No Implied Modifications. Except as specifically modified in this Agreement, nothing herein contained shall be considered as modifying, releasing, altering or affecting the Loan Documents, the original priority of the Security Documents, or the rights, benefits, duties or obligations of the parties thereto. It is further recognized and agreed that any and all other documents and security agreements entered into between the parties hereto which are in any manner connected with the Indebtedness evidenced by the Loan shall remain in full force and effect unless specifically canceled or amended by an instrument in writing signed by the Lender.

13. Attorneys' Fees. The prevailing party in any arbitration or litigation concerning this Agreement shall be entitled to be paid its court costs and attorneys' fees by the party against whom judgment is rendered, including such costs and fees as may be incurred on appeal.

14. Assignments Prohibited. This Agreement may not be assigned by the Existing Borrowers in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate), without the prior and express written consent of the Lender in each instance. Subject to the foregoing this

Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

15. Time of Performance. Time is of the essence of each and every term, covenant and condition hereof.

16. Waiver of Jury Trial. To the extent now or hereafter permitted by applicable law, each party hereto waives any rights to a trial by jury in any action or proceeding to enforce or defend any rights (a) under this Agreement, any Loan Document or Loan Modification Document, or (b) arising from any lending relationship existing in connection with this Agreement, any Loan Document or Loan Modification Document, and each party agrees that any such action or proceeding shall be tried before a judge and not before a jury.

17. Construction. This Agreement shall be interpreted, construed, applied, and enforced according to, and will be governed by, the laws of the state of Utah (excluding choice of law principles). This Agreement has been mutually negotiated with each party having the opportunity to seek the advice of legal counsel and shall not be construed against any party. The headings in this Agreement are inserted solely for the purpose of convenience and shall not affect the interpretation of the provisions hereof. If any portion of this Agreement is held to be invalid by any court of competent jurisdiction, such ruling shall not affect the remaining terms hereof unless and to the extent it includes a specific determination that the fundamental purposes of this Agreement are thereby significantly impaired. All sums referred to in this Agreement shall be calculated by and payable in the lawful currency of the United States.

18. Entire Agreement. This Agreement and the Loan Documents as modified by the Loan Modification Documents constitute the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and no oral understandings, written agreements or representations exist which are in addition to or contradict or expand upon the terms herein set forth. No amendments, variations, waivers, modifications or changes to this Agreement shall be effective unless in writing and signed by the Lender and the Existing Borrowers subsequent to the date hereof.

19. Reaffirmation. Except as provided in this Agreement and the other Loan Modification Documents, each of the Loan Documents shall remain unmodified and in full force and effect, and the Existing Borrowers hereby reaffirm each of the provisions, representations, warranties and covenants set forth therein.

20. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies of this Agreement may be attached to one copy to form one complete document. Each executed counterpart of this Agreement shall be deemed an original and may be recorded in any county in which any portion of the Property is located.

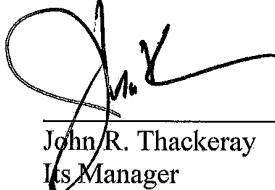
[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EXISTING BORROWERS:

RIVERFRONT APARTMENTS, LLC,
a Utah limited liability company
d/b/a RIVERFRONT APARTMENTS

By: _____


John R. Thackeray
Its Manager

By: _____

Kevin S. Garn
Its Manager

SANCHEZ UTAH 4, LLC,
a Delaware limited liability company

By: _____

Augustus D. Sanchez
Its Manager

(Signatures continue on the following page)

SIGNATURE PAGE (BORROWERS)

Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EXISTING BORROWERS:

RIVERFRONT APARTMENTS, LLC,
a Utah limited liability company
d/b/a RIVERFRONT APARTMENTS

By: _____

John R. Thackeray
Its Manager

By: _____


Kevin S. Garn
Its Manager

SANCHEZ UTAH 4, LLC,
a Delaware limited liability company

By: _____

Augustus D. Sanchez
Its Manager

(Signatures continue on the following page)

SIGNATURE PAGE (BORROWERS)

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EXISTING BORROWERS:

RIVERFRONT APARTMENTS, LLC,
a Utah limited liability company
d/b/a RIVERFRONT APARTMENTS

By:

John R. Thackeray
Its Manager

By:

Kevin S. Garn
Its Manager

SANCHEZ UTAH 4, LLC,
a Delaware limited liability company

By:


Augustus D. Sanchez
Its Manager

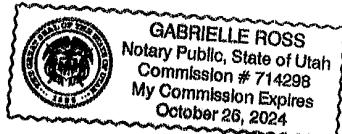
(Signatures continue on the following page)

SIGNATURE PAGE (BORROWERS)

Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

STATE OF UTAH)
COUNTY OF Davis)ss.
)

On the 6th day of December, 2021, before me personally appeared and to me personally known KEVIN S. GARN, who being by me duly sworn did say that he is a Manager of Riverfront Apartments, LLC, a Utah limited liability company d/b/a Riverfront Apartments, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Gabrielle Kerr
Notary Public

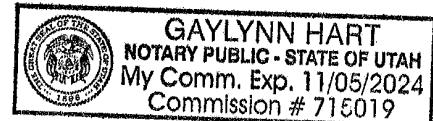
ACKNOWLEDGMENT PAGE (BORROWER)

Second Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

STATE OF UTAH)
COUNTY OF Salt Lake)
ss.)

On the 11th day of December 2021, before me personally appeared and to me personally known JOHN R. THACKERAY, who being by me duly sworn did say that he is a Manager of Riverfront Apartments, LLC, a Utah limited liability company d/b/a Riverfront Apartments, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Gaylyn Hart
Notary Public



ACKNOWLEDGMENT PAGE (BORROWER)

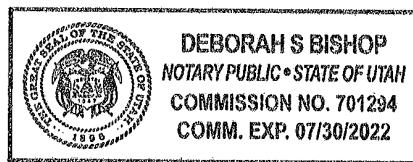
Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

STATE OF UTAH)
COUNTY OF DAVIS)ss.
)

On the 3 day of DECEMBER, 2021, before me personally appeared and to me personally known AUGUSTUS D. SANCHEZ, who being by me duly sworn did say that he is a Manager of Sanchez Utah 4, LLC, a Delaware limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Deborah S Bishop

Notary Public



ACKNOWLEDGMENT PAGE (BORROWER)

Second Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

LENDER:

TRANSAMERICA LIFE INSURANCE COMPANY,
an Iowa corporation

By: Stephen Noonan
Name: Stephen Noonan
Title: Authorized Signatory

STATE OF IOWA)
) ss.
COUNTY OF LINN)

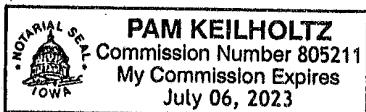
On this 3rd day of December, 2021, before me personally appeared Stephen Noonan to me personally known to be the Authorized Signatory of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Signature: Pam Keilholtz

Name (Print): Pam Keilholtz

NOTARY PUBLIC in and for the State of Iowa
residing at Linn County
My appointment expires: July 06, 2023



SIGNATURE AND ACKNOWLEDGMENT (LENDER)

Second Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067

EXHIBIT A

LEGAL DESCRIPTION

That certain real property situated in Salt Lake County, Utah and more particularly described as follows:

Lot 1B, RIVERFRONT MASTER PLANNED MIXED USE DISTRICT, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder.

(Tax Parcel No. 15-35-200-047-0000)

EXHIBIT A: LEGAL DESCRIPTION

Second Consent to Transfer and Modification of Deed of Trust
Riverfront Apartments, South Salt Lake, Utah
AEGON Loan Nos. 10517129 and 10517129A
113270367.1 0027988-01067