

APN: 57:091:0008; 57:091:0006;
57:012:0004; 57:012:0011; 57:014:0002

ENT 194515:2020 PG 1 of 13
Jeffery Smith
Utah County Recorder
2020 Dec 07 04:11 PM FEE 42.00 BY SM
RECORDED FOR First American Title Insurance Company
ELECTRONICALLY RECORDED

When Recorded Return To:

Buchalter
55 Second Street, Suite 1700
San Francisco, California 94105-3493
Attention: Thomas Sherwood, Esq.

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made as of the seventh day of December, 2020, by FAMILY CENTER OREM SHOPPING CENTER, a Delaware limited liability company (herein referred to as "Trustor"), whose mailing address is 5670 Wilshire Blvd., Suite 1250, Los Angeles, California 90036, to NATIONAL TITLE AGENCY OF UTAH, INC. ("Trustee"), whose mailing address is 6770 South 900 East, Ste. 101, Midvale, Utah 84047, for the benefit of BANK OF AMERICA, N.A., a national banking association ("Lender"), whose mailing address is 333 So. Hope Street, 20th Floor, Los Angeles, California 90071.

Recitals

A. Trustor and Lender have previously entered into that certain Term Loan Agreement dated as of June 6, 2016 (as amended, supplemented, modified, restated or renewed from time to time, the "Loan Agreement") pursuant to which Lender made a Loan to Trustor, in the original principal amount of Fifteen Million Eight Hundred Thousand and No/100 Dollars (\$15,800,000.00), which Loan is secured by, among other things that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing from Trustor for the benefit of Lender dated as of June 6, 2016 and recorded on June 6, 2016 as Entry No. 50770:2016 in the office of the County Recorder of Utah County, State of Utah (the "Deed of Trust"). The Deed of Trust currently encumbers the real property described on Schedule 1 attached hereto.

B. Pursuant to that certain Loan Modification Agreement dated as of the date hereof (the "Modification Agreement") between Lender and Trustor, Trustor has requested Lender, among others, to consent to the sale of certain portions of the Real Property identified below as "Release Parcels", to release Lender's Lien on the Release Parcels, and to lend up to an additional Two Million Dollars (\$2,000,000) (the "Additional Advance") for certain costs and expenses which Trustor anticipates it will incur in connection with the Real Property, and Lender has agreed so to do on and subject to the terms and conditions contained in the Modification Agreement.

C. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Trustor, and in order to induce Lender to consent to the sale of the Release Parcels, Trustor agrees as follows:

Agreement

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Deed of Trust.

2. Recitals. The recitals set forth above are true, accurate and correct.

3. Reaffirmation of Deed of Trust. Trustor reaffirms all of its obligations under the Deed of Trust, acknowledges that it has no claims, offsets or defenses with respect to the payment of sums due thereunder, and acknowledges and agrees that the Additional Advance is evidenced by the Note and secured by the Deed of Trust.

4. Amendments to Deed of Trust.

(a) The definition of "Release Parcel" set forth in Article I of the Deed of Trust is hereby deleted.

(b) The following definitions are hereby added to Article I of the deed of Trust in their correct alphabetical location:

"AutoZone Parcel" means that certain portion of the Real Property depicted on Exhibit B attached hereto and incorporated herein by this reference.

"Chili's Parcel" means that certain portion of the Real Property depicted on Exhibit B hereto and more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

"El Pollo Loco Parcel" means that certain portion of the Real Property depicted on Exhibit B hereto and more particularly described on Exhibit C.

"Modification Agreement" means that certain Loan Modification Agreement dated as of December 7, 2020, between Trustor and Lender.

"Release Parcel" or "Release Parcels" means, individually or collectively as the context requires, the AutoZone Parcel, the Chili's Parcel and the El Pollo Loco Parcel, and each a "Release Parcel."

(c) Article IX ("Release Parcel") of the Deed of Trust is hereby amended and restated in its entirety to read as follows:

"Article IX

Release Parcels

Section 9.1 Upon satisfaction by Trustor of the conditions set forth in Section 2 of the Modification Agreement, Beneficiary shall release and reconvey the applicable Release Parcel from the lien of this Deed of Trust."

(d) Exhibit B to the Deed of Trust is hereby replaced in its entirety with Exhibit B to this Amendment.

(e) Exhibits C to this Amendment is hereby added as Exhibit C to the Deed of Trust.

5. No Other Amendments. The Deed of Trust, as amended hereby and by the Modification Agreement, is in full force and effect and is otherwise unmodified. Nothing in this Amendment is intended to waive any rights or remedies of the Lender under the Deed of Trust, or any defaults of Trustor under the Deed of Trust. The Deed of Trust shall continue to be a valid and subsisting lien against the Real Property. The Trustor, in order to continue to secure the payment of the Obligations, hereby confirms and restates (a) the conveyance pursuant to the Deed of Trust to the Lender of the Real Property and (b) the grant pursuant to the Deed of Trust of a security interest in the Fixtures. Nothing contained in this Amendment shall be construed as (i) a novation of the Obligations or (ii) a release or waiver of all or any portion of the conveyance to the Lender of the Real Property or the grant to the Lender of a security interest in the Fixtures pursuant to the Deed of Trust.

6. Integration; Interpretation. This Amendment contains the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations. This Amendment may be amended or modified only in a writing signed by the parties hereto. This Amendment may be executed in any number of counterparts which together shall be deemed the same instrument. If any provision of this Amendment shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, then that portion shall be deemed severed and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had not been a part thereof.

7. Reaffirmation of Provisions in Deed of Trust. Trustor ratifies and reaffirms that all representations and statements made in the Deed of Trust remain true in all material respects as of the date of this Amendment and are deemed made as of the date of this Amendment.

8. Authorization. Each party hereto represents to the other that the individual executing this Amendment on its behalf is the duly appointed signatory of such party and that such individual is authorized to execute this Amendment by or on behalf of such party and to take all action required by the terms of this Amendment.

9. Governing Law. This Amendment shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State (without regard to its conflicts of law principles).


IN WITNESS WHEREOF, Trustor and Lender have caused this Amendment to be executed as of the date first written above.

[Signature Pages Follow]

TRUSTOR:

FAMILY CENTER OREM SHOPPING CENTER, LLC,
a Delaware limited liability company


By: CCA Acquisition Company, LLC,
a California limited liability company,
its Managing Member

By: 
Name: Steven Usdan
Title: Managing Member

[Signatures Continue on Next Page]

LENDER:

BANK OF AMERICA, N.A.,
a national banking association

By: 
Name: Kirsten Chen
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

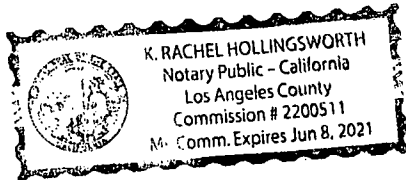
On DECEMBER 4, 2020 before me, K. RACHEL HOLLINGSWORTH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared STEVEN USDAN
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

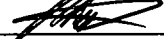
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

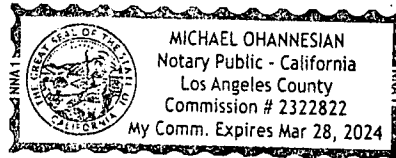
STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On December 03, 2020, before me, Michael Ohannesian, notary public, personally appeared Kirsten Chen, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 2, UNIVERSITY SQUARE PLAT "D", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION AS DISCLOSED BY SPECIAL WARRANTY DEED (CONTROLLED ACCESS) RECORDED JANUARY 28, 2019 AS ENTRY NO. 6815:2019 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 2, PLAT "A", UNIVERSITY SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED APRIL 30, 1991 AS ENTRY NO. 15740 AS MAP NO. 4167-52 OF PLATS, SITUATE IN THE NW1/4NW1/4 OF SECTION 26, T.6S., R.2E., S.L.B.&M., FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT, KNOWN AS PROJECT NUMBER S-0265(23)3.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, WHICH POINT IS ON THE SOUTHERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF STATE ROUTE 265 (UNIVERSITY PARKWAY), WHICH POINT IS ALSO 1,956.41 FEET (1,956.00 FEET MEASURED) NORTH 00°44'08" WEST AND 57.74 FEET (53.49 FEET MEASURED) EAST AND 364.95 FEET SOUTH 89°15'43" EAST (369.19 FEET SOUTH 89°13'23" EAST MEASURED) FROM THE WEST QUARTER CORNER OF SAID SECTION 26, THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 89°15'43" EAST (SOUTH 89°13'23" EAST MEASURED) 55.58 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 2 SOUTH 00°44'17" WEST 31.50 FEET TO A POINT WHICH IS 96.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 146+06.74; THENCE NORTH 86°08'00" WEST 55.66 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF SAID LOT 2, WHICH POINT IS ALSO 93.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 145+51.16; THENCE ALONG SAID BOUNDARY LINE NORTH 00°44'17" EAST 28.50 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS COUNTERCLOCKWISE 00°14'37" TO EQUAL PROJECT BEARINGS.)

PARCEL 2:

LOT 1, UNIVERSITY SQUARE PLAT D, AMENDING LOTS 2 AND 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°44'17" WEST 78.63 FEET FROM THE NORTHWEST CORNER OF LOT 3, UNIVERSITY SQUARE PLAT A, SAID NORTHWEST CORNER BEING NORTH 0°44'08" WEST 1956.94 FEET AND SOUTH 89°17'29" EAST 478.28 FEET FROM WEST QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°17'24" EAST 72.38 FEET; THENCE SOUTH 0°42'36" WEST 52.08 FEET; THENCE NORTH 89°17'24" WEST 31.00 FEET; THENCE SOUTH 0°42'36" WEST 58.00 FEET; THENCE NORTH 89°17'24" WEST 69.33 FEET; THENCE SOUTH 0°42'36" WEST 20.00 FEET; THENCE NORTH 89°17'24" WEST 17.00 FEET; THENCE NORTH 0°42'36" EAST 130.08 FEET; THENCE SOUTH 89°17'24" EAST 44.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF THE ABOVE-DESCRIBED PROPERTY LOCATED IN LOT 3, UNIVERSITY SQUARE PLAT A.

PARCEL 3:

LOTS 4 AND 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION AS DISCLOSED BY SPECIAL WARRANTY DEED (CONTROLLED ACCESS) RECORDED JANUARY 28, 2019 AS ENTRY NO. 6824:2019 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 5, PLAT "A", UNIVERSITY SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED APRIL 30, 1991 AS ENTRY NO. 15740 AS MAP NO. 4167-52 AND SITUATE IN LOT 1 PLAT "C", UNIVERSITY SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED DECEMBER 10, 1991 AS ENTRY NO. 48721 AS MAP NO. 4355-55, SITUATE IN THE NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M., FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT, KNOWN AS PROJECT NUMBER S-0265(23)3.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, WHICH POINT IS ON THE SOUTHERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF STATE ROUTE 265 (UNIVERSITY PARKWAY) IN OREM, UTAH, WHICH POINT IS ALSO 1,956.41 FEET NORTH 00°44'08" WEST ALONG THE SECTION LINE AND 57.74 FEET EAST AND 660.71 FEET SOUTH 89°14'59" EAST (SOUTH 89°10'57" EAST MEASURED) FROM THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5 AND SAID LOT 1 AND SAID SOUTHERLY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 89°06'37" EAST 259.50 FEET (SOUTH 89°13'23" EAST 259.49 FEET MEASURED) TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 1 SOUTH 00°43'48" WEST 27.50 FEET TO A POINT WHICH IS 92.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 151+06.41; THENCE NORTH 88°21'17" WEST 66.00 FEET TO A POINT WHICH IS 91.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 150+40.42; THENCE NORTH 89°13'23" WEST 181.49 FEET TO A POINT WHICH IS 91.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 148+58.93; THENCE SOUTH 53°55'03" WEST 15.00 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, WHICH POINT IS ALSO 100.50

FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 148+46.92; THENCE ALONG SAID BOUNDARY LINE NORTH 00°44'17" EAST 35.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS COUNTERCLOCKWISE 00°14'37" TO EQUAL PROJECT BEARINGS.)

PARCEL 4:

LOT 1, UNIVERSITY SQUARE PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION AS DISCLOSED BY SPECIAL WARRANTY DEED (CONTROLLED ACCESS) RECORDED JANUARY 28, 2019 AS ENTRY NO. 6824:2019 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 5, PLAT "A", UNIVERSITY SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED APRIL 30, 1991 AS ENTRY NO. 15740 AS MAP NO. 4167-52 AND SITUATE IN LOT 1 PLAT "C", UNIVERSITY SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED DECEMBER 10, 1991 AS ENTRY NO. 48721 AS MAP NO. 4355-55, SITUATE IN THE NORTHWEST 1/4 NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M., FOR THE CONSTRUCTION OF IMPROVEMENTS INCIDENT TO THE PROVO-OREM TRANSPORTATION IMPROVEMENT PROJECT, KNOWN AS PROJECT NUMBER S-0265(23)3.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, WHICH POINT IS ON THE SOUTHERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF STATE ROUTE 265 (UNIVERSITY PARKWAY) IN OREM, UTAH, WHICH POINT IS ALSO 1,956.41 FEET NORTH 00°44'08" WEST ALONG THE SECTION LINE AND 57.74 FEET EAST AND 660.71 FEET SOUTH 89°14'59" EAST (SOUTH 89°10'57" EAST MEASURED) FROM THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5 AND SAID LOT 1 AND SAID SOUTHERLY RIGHT OF WAY AND LIMITED ACCESS LINE SOUTH 89°06'37" EAST 259.50 FEET (SOUTH 89°13'23" EAST 259.49 FEET MEASURED) TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 1 SOUTH 00°43'48" WEST 27.50 FEET TO A POINT WHICH IS 92.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 151+06.41; THENCE NORTH 88°21'17" WEST 66.00 FEET TO A POINT WHICH IS 91.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 150+40.42; THENCE NORTH 89°13'23" WEST 181.49 FEET TO A POINT WHICH IS 91.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 148+58.93; THENCE SOUTH 53°55'03" WEST 15.00 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, WHICH POINT IS ALSO 100.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEER STATION 148+46.92; THENCE ALONG SAID BOUNDARY LINE NORTH 00°44'17" EAST 35.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS COUNTERCLOCKWISE 00°14'37" TO EQUAL PROJECT BEARINGS.)

PARCEL 5:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCELS 1, 2, 3 AND 4 ARISING FROM THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT AND THE TERMS, CONDITIONS, LIMITATIONS, AND OBLIGATIONS IMPOSED THEREBY, RECORDED APRIL 30, 1991 AS ENTRY NO. 15743 IN BOOK 2785 AT PAGE 702; FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED AUGUST 7, 1992 AS ENTRY NO. 39973 IN BOOK 2978 AT PAGE 920 AND FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED AUGUST 21, 1992 AS ENTRY NO. 42918 IN BOOK 2986 AT PAGE 801; SECOND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 15, 2017 AS ENTRY NO. 57752:2017; THIRD AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED DECEMBER 19, 2019 AS ENTRY NO. 134870:2019 AND OVER THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 3, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A.P.N. 57:091:0008 and 57:091:0006 and 57:012:0004 and 57:012:0011 and 57:014:0002

EXHIBIT C

LEGAL DESCRIPTION OF EL POLLO LOCO PARCEL AND CHILI'S PARCEL

EL POLLO LOCO PARCEL:

LOT 1, UNIVERSITY SQUARE PLAT "D", ACCORDING TO THE OFFICIAL PLAT THEREOF IN FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

Upon recordation of the plat depicted on the foregoing Exhibit B, the legal description of the El Pollo Loco Parcel shall also be known as:

LOT 1, UNIVERSITY SQUARE PLAT "E", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

CHILI'S PARCEL:

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF UTAH, STATE OF UTAH DESCRIBED AS FOLLOWS:

LOT 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

Upon recordation of the plat depicted on the foregoing Exhibit A, the legal description of the Chili's Parcel shall also be known as:

LOT 5, UNIVERSITY SQUARE PLAT "E", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.