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 7/27/2012 10:48:00 AM \$16.00
 Book - 10039 Pg - 7233-7236
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, MAIL TO:

General Growth Properties, Inc.
 110 North Wacker Drive
 Chicago, Illinois 60606
 Attn: Marvin J. Levine

(The Above Space For Recorder's Use Only)

MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE

This **MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE** (this "**Memorandum**") is entered into as of the 20 day of JULY, 2012, by and between Patricia W. Hansen, as Trustee under The Irma S. Watts Family Inter Vivos Revocable Trust Agreement dated August 18, 1983, which acquired title through Irma Sanders Watts, as Trustee of the Watts Family Trust, whose address is 6414 Glen Oaks Street, Murray, Utah 84107 ("**Landlord**"), and Fashion Place, LLC, a Delaware limited liability company, whose address is c/o General Growth Properties, Inc., 110 North Wacker Drive, Chicago, Illinois 60606 ("**Tenant**").

1. Landlord, as successor in interest to Denzil E. Watts, Sr. and Irma S. Watts, husband and wife, is the landlord under that certain Ground Lease dated July 3, 1969, a Short Form of Lease dated July 3, 1969 was recorded with the Recorder of Deeds, Salt Lake County, Utah on July 3, 1969, as Document No. 2294395, Book 2769, Page 525, as amended by First Amendment to Ground Lease Dated July 3, 1969, which First Amendment is dated as of April 23, 1973, and was recorded with the Recorder of Deeds, Salt Lake County, Utah on May 15, 1973, as Document No. 2539861, Book 3326, Page 305 (collectively, the "**Ground Lease**"), with Tenant, as successor to Western States Title Company.

2. The Ground Lease demises approximately 1.66 acres of land in Murray, Utah, as more particularly described in the Ground Lease (the "**Leased Premises**") which leased premises is part of a regional shopping center known as Fashion Place, Murray, Utah.

3. Landlord and Tenant have entered into that certain Second Amendment to Ground Lease dated as of JULY 20, 2012 (the "**Second Amendment**") and desire to give record notice of the Second Amendment by recording this Memorandum.

4. The Second Amendment, among other agreements, replaces Exhibit "A" (legal description of the Leases Premises) attached to the Ground Lease with Exhibit A which is attached hereto and made a part hereof.

5. This Memorandum is being recorded in lieu of recording the Second Amendment itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions thereof and nothing herein contained is intended to or does change modify or affect any of the terms or provisions of the Ground Lease, as amended by the Second Amendment, or the rights duties, obligations, and covenants running with the land created thereby, all of which remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Memorandum as of the day and year first above written.

LANDLORD:

Patricia W. Hansen, as Trustee under The Irma S. Watts Family Inter Vivos Revocable Trust Agreement dated August 18, 1983, which acquired title through Irma Sanders Watts, as Trustee of the Watts Family Trust

By: Patricia W. Hansen
Patricia W. Hansen, as Trustee, as aforesaid

TENANT:

Fashion Place, LLC, a Delaware limited liability company

By: Marvin J. Levine
Authorized Signatory

ACKNOWLEDGMENT OF LANDLORD

STATE OF UTAH)
COUNTY OF Salt Lake) SS

I, Jacqueline D. Sears, a Notary Public of the County and State aforesaid, certify that Patricia W. Hansen personally came before me this day and acknowledged that she is the Trustee under The Irma S. Watts Family Inter Vivos Revocable Trust Agreement dated August 18, 1983, which acquired title through Irma Sanders Watts, as Trustee of the Watts Family Trust, and that by authority duly given, and as the Trustee of such Trust, she signed the foregoing instrument as such Trustee.

Witness my hand and official stamp or seal, this 20th day of June, 2012



Jacqueline D. Sears
Notary Public, Salt Lake County, Utah

My commission expires: 3/20/13

ACKNOWLEDGMENT OF TENANT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Laura M. Prochot, a Notary Public of the County and State aforesaid, certify that Marvin J. Levine personally came before me this day and acknowledged that he is the Authorized Signatory of Fashion Place, LLC, a Delaware limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this 12th day of JULY, 2012.



Laura M. Prochot
Notary Public, ILLINOIS County, COOK

My commission expires: 3/30/16

EXHIBIT A

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE STATE STREET, SAID POINT BEING SOUTH 02°16'10" WEST ALONG THE MONUMENT LINE OF STATE STREET 455.06 FEET AND SOUTH 87°43'50" EAST 56.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING SOUTH 515.47 FEET (RECORD = 515.20 FEET), MORE OR LESS, AND EAST 639.08 FEET (RECORD = 638.97 FEET), MORE OR LESS, FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 85°00'00" EAST 331.55 FEET; THENCE SOUTH 02°16'10" WEST 139.20 FEET; THENCE NORTH 87°52'26" WEST 72.47 FEET; THENCE SOUTH 02°25'27" WEST 94.62 FEET; THENCE NORTH 87°37'02" WEST 253.13 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 01°02'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 249.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 72,506 SQ. FT. OR 1.665 ACRES

TAX ID 22-19-104-002
22-19-104-006
22-19-104-014