

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
PO Box 45490
MAC U1228-063
Salt Lake City, UT 84145-0490
Attn: Jessica Perez
Loan No. 1012464

ENT91488:2020 PG 1 of 7
Jeffery Smith
Utah County Recorder
2020 Jun 30 02:04 PM FEE 52.00 BY SS
RECORDED FOR Stewart Title Insurance Agency of Utah
ELECTRONICALLY RECORDED

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING SECURITY INSTRUMENT**

1. The undersigned declare that they have entered into that certain Second Modification Agreement of even date herewith (the "**Second Modification**"), wherein provision is made for (a) amendment of that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by University Mall Shopping Center, L.C., a Utah limited liability company, as "**Trustor**", to Wells Fargo Bank Northwest, National Association, as "Trustee", for the benefit of Wells Fargo Bank, National Association, as "**Beneficiary**", dated as of February 12, 2015, and recorded on February 13, 2015, as Entry No. 11374:2015 in the Official Records of Utah County, Utah, as amended by (i) that certain First Modification Agreement Amending Deed of Trust dated as of August 4, 2015, and recorded on August 28, 2015, as Entry No. 79330:2015, and (ii) that certain Modification Agreement Amending Deed of Trust dated as of June 11, 2018, recorded on June 22, 2018, as Entry No. 58584:2018 (collectively, as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**"), and/or (b) amendment of certain obligations secured by the Security Instrument.
2. Without limiting the generality of the foregoing, the Security Instrument is hereby amended as follows:
 - 2.1 **Legal Description; Granting Clause.**
 - (a) The legal description of the property to be encumbered by the Security Instrument, as amended hereby (the "**Property**"), is set forth on Exhibit A attached hereto. All references in the Security Instrument to the "Property" are hereby amended to refer to the real property described on Exhibit A attached hereto and all Improvements and Collateral (as such terms are defined in the Security Instrument) located thereon or associated therewith.
 - (b) With respect to any portion of the Property that has not previously been encumbered by the Security Instrument ("**New Property**"), Trustor hereby Trustor irrevocably does hereby grant, bargain, warrant, convey, sell, mortgage, transfer, set over, pledge, hypothecate, and assign to Trustee, in trust for the benefit of Lender, its successors and assigns, with power of sale and right of entry and possession, all the New Property, together with the Collateral (as defined in the Security Instrument), all buildings and other improvements, fixtures and equipment now or hereafter located on the New Property and all right, title, interest, and privileges of Trustor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to the New Property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the New Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the New Property, and all appurtenances, easements, estates, tenements, hereditaments,

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privileges, rights and rights of way appurtenant or related thereto; declarant's rights under any declarations of easements, covenants, conditions, and/or restrictions pertaining to the New Property, hereto, provided, however, that Lender shall have no liability under such declarant's rights unless and until Lender forecloses on the New Property; all buildings and other improvements and fixtures now or hereafter located on the New Property, including, but not limited to, retail and commercial buildings, all apparatus, equipment and appliances used in the operation or occupancy of the the New Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the New Property, whether or not attached or affixed to the New Property; all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing. The listing of specific rights or property shall not be interpreted as a limit of general terms.

- 2.2 **Obligations Secured.** Section 2.1(a) of the Security Instrument is hereby deleted in its entirety and replaced by the following:
- (a) Payment to Lender of all sums at any time owing, with interest thereon, according to the terms of that certain Second Amended and Restated Promissory Note Secured by Deed of Trust dated as of June **30**, 2020, in the principal amount of FOUR MILLION NINE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED FOURTEEN AND 14/100THS DOLLARS (\$4,948,314.14) (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**"), executed by Trustor, as "**Borrower**" and payable to the order of Lender.
3. This instrument is a memorandum of the Second Modification, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.
4. The modifications set forth herein are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan, and the lien of the Security Instrument shall continue unabrogated and in full force and effect.

[signature pages follow]




LOAN NO. 1012464

Beneficiary's Signature Page to Memorandum of Second Modification Amending Security Instrument:

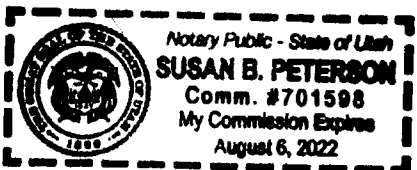
"BENEFICIARY"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Erik W. Bengtzen, Vice President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2020, by Erik W. Bengtzen, a Senior Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of such association.



Susan B. Peterson
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My commission expires: _____



LOAN NO. 1012464


Trustor's Signature Page to Memorandum of Second Modification Amending Deed of Trust:

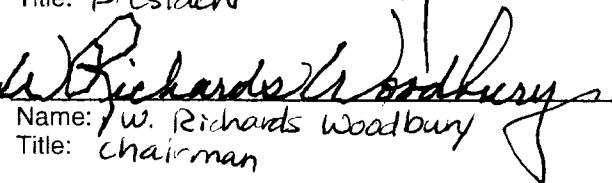
"TRUSTOR"

UNIVERSITY MALL SHOPPING CENTER, L.C.,
a Utah limited liability company

By: Woodbury Management Company, L.C.,
a Utah limited liability company
Its Manager

By: Woodbury Corporation,
a Utah corporation
Its Manager

By: 
Name: O. Randall Woodbury
Title: President

By: 
Name: W. Richards Woodbury
Title: chairman

[Acknowledgement Page Follows]

STATE OF UTAH)
)
COUNTY OF Salt Lake) :SS

The foregoing instrument was acknowledged before me this 18th day of June, 2020, by V. Randall Woodbury, President of Woodbury Corporation, a Utah corporation, Manager of Woodbury Management Company, L.C., a Utah limited liability company, Manager of University Mall Shopping Center, L.C., a Utah limited liability company.



Tiffany Steele
NOTARY PUBLIC
Residing at:

My commission expires: _____

STATE OF UTAH)
)
COUNTY OF Salt Lake) :SS

The foregoing instrument was acknowledged before me this 19th day of June, 2020, by W. Richards Woodbury, Chairman of Woodbury Corporation, a Utah corporation, Manager of Woodbury Management Company, L.C., a Utah limited liability company, Manager of University Mall Shopping Center, L.C., a Utah limited liability company.



Tiffany Steele
NOTARY PUBLIC
Residing at:

My commission expires: _____

AS
RW

EXHIBIT A – DESCRIPTION OF PROPERTY

Exhibit A to Memorandum of Second Modification Agreement Amending Security Instrument, dated as of June ~~30~~, 2020, by and between University Mall Shopping Center, L.C., a Utah limited liability company, and Wells Fargo Bank, National Association.

That certain real property located in Utah County, Utah and more particularly described as follows:

Parcels 1 and 2

Lots 201, 203, and 205, University Mall Plat A – Lot 201-205 Subdivision, according to the official plat thereof, recorded November 29, 2017 as Entry No. 117896:2017 and Map Filing No. 15792, in the office of the Utah County Recorder.

Tax Parcel Nos. 57:094:0201, 57:094:0203, and 57:094:0205

Parcel 3

Lot 17, Plat "A", University Mall Subdivision, according to the official plat thereof, recorded March 1, 2001, as Entry No. 19427:2001 and Map Filing No. 8962, in the office of the Utah County Recorder.

Tax Parcel No. 57:043:0017

Parcel 4

Lot 15A, University Mall Uplace Aston Court Subdivision, according to the official plat thereof, recorded September 15, 2014, as Entry No. 65749:2014 and Map Filing No. 14361, in the office of the Utah County Recorder.

Tax Parcel No. 57:078:0015

Parcels 5 through 10

INTENTIONALLY DELETED

Parcel 11

Commencing 182 feet East and 1827.41 feet South 01°27' East from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° 48' East 100 feet; thence South 01°27' East 100 feet; thence South 89°48' West 100 feet; thence North 01°27' West 100 feet to the point of beginning.

Tax Parcel No. 18:057:0055

Parcel 12

Commencing at a point which is East 282.00 feet and South 01°27' East 1827.41 feet from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 01°27' East 100 feet; thence North 89°48' East 25.00 feet; thence North 01°27' West 100.00 feet; thence South 89° 48' West 25.00 feet to the point of beginning.

Tax Parcel No. 18:057:0056

Parcel 13

Beginning at a point which is East 332 feet and South 01°27' East 1826.88 feet from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

thence South 01°27' East 100.00 feet; thence South 89°48' West 25.00 feet; thence North 01°27' West 100.00 feet; thence North 89°48' East 25.00 feet to the point of beginning.

Tax Parcel No. 18:057:0126

Parcel 14

Commencing 332 feet East and 1826.88 feet South 01°27' East from the Orem City Monument at the Center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°48' East 100 feet; thence South 01°27' East 100 feet; thence South 89°48' West 100 feet; thence North 01°27' West 100 feet to the place of beginning.

Tax Parcel No. 18:057:0125

Parcel 15

Lot 34, University Place Subdivision Plat 'B', according to the Official Plat thereof, recorded December 12, 2019, as Entry No. 131493:2019, Map Filing No. 16877, in the Office of the Utah County Recorder, State of Utah.

Tax Parcel No. 57:104:0034

Parcels 16 through 22

Lot 31, University Place Subdivision Plat 'B', according to the Official Plat thereof, recorded December 12, 2019, as Entry No. 131493:2019, Map Filing No. 16877, in the Office of the Utah County Recorder, State of Utah.

