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9/26/2018 3:49:00 PM \$16.00  
Book - 10716 Pg - 3380-3383  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:

Wadsworth 4th & 4th, LLC  
166 East 14000 South, Suite 210  
Draper, UT 84020  
Attn: R. Roman Groesbeck

Parcel Nos. 16-06-402-008; 16-06-402-009; 16-06-402-018; 16-06-402-~~019~~  
MNT.#: 63316

#### AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE (“**Amendment**”) is entered into as of the ~~26th~~ day of September, 2018, by and between ROBERT K. FRIEDMAN AND E.J. PASSEY, CO-TRUSTEES OF THE MARIAN K. MILLER FAMILY LIVING TRUST U/A/D 10/10/88, a Utah trust (“**Landlord**”), and WADSWORTH 4TH & 4TH, LLC, a Utah limited liability company (“**Tenant**”).

#### RECITALS

A. Landlord and Tenant executed that certain Memorandum of Lease dated August 2, 2018 (the “**Memorandum**”), which was filed in the official records of the Salt Lake County Recorder on August 7, 2018, as Entry No. 12824902, in Book 10700, at Page 6868.

B. Landlord and Tenant desire to amend the Memorandum as provided for herein to (i) correct the legal description of the Premises that was attached to the Memorandum as Exhibit A, and (ii) clarify and correct the name of the Landlord.

C. Any capitalized term used by not otherwise defined herein shall have the meaning given in the Memorandum.

#### AGREEMENT

NOW, THEREFORE, Landlord and Tenant hereby amend the Memorandum as follows:

1. **Legal Description of the Premises.** Exhibit A attached to the Memorandum is hereby replaced in its entirety with Amended Exhibit A attached hereto and incorporated herein by reference. The legal description of the Premises is as set forth in said Amended Exhibit A.

2. **Name of Landlord.** Notwithstanding any reference to the name of Landlord as including “U/A/D 10/10/77,” the correct, legal name of Landlord is “THE MARIAN K. MILLER FAMILY LIVING TRUST U/A/D 10/10/88, a Utah trust.” Landlord hereby ratifies and confirms the Memorandum to the extent it contains any scrivener’s errors in the name of Landlord.

3. **Effect of Amendment.** Except as specifically set forth in this Amendment, all of the terms and provisions of the Memorandum shall remain unmodified and in full force and effect. In the event of any conflict between the Memorandum and the terms of this Amendment, the terms of this Amendment shall prevail.

*[Signatures and Acknowledgments Follow]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

**LANDLORD:**

THE MARIAN K. MILLER FAMILY LIVING TRUST u/a/d 10/10/88, a Utah trust

By: [Signature]  
Name: Robert K. Friedman  
Its: Co-Trustee

By: [Signature]  
Name: E.J. Passey  
Its: Co-Trustee

STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of September, 2018, personally appeared before me Robert K. Friedman who duly acknowledged to me that he executed the foregoing Amendment to Memorandum of Lease as the Co-Trustee of The Marian K. Miller Family Living Trust u/a/d 10/10/88.



[Signature]  
Notary Public

STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE )

On the 24<sup>th</sup> day of September, 2018, personally appeared before me E.J. Passey who duly acknowledged to me that he executed the foregoing Amendment to Memorandum of Lease as the Co-Trustee of The Marian K. Miller Family Living Trust u/a/d 10/10/88.

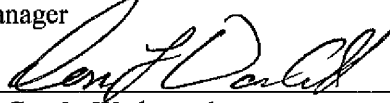


[Signature]  
Notary Public

**TENANT:**

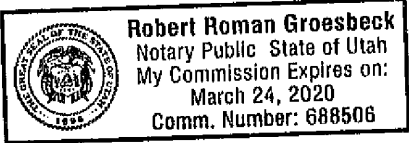
WADSWORTH 4TH & 4TH, LLC,  
a Utah limited liability company

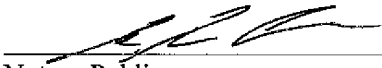
By Wadsworth & Sons, LLC  
Its: Manager

By:   
Name: Con L. Wadsworth  
Its: Operations Manager

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the 26<sup>th</sup> day of September, 2018, personally appeared before me Con L. Wadsworth who duly acknowledged to me that he executed the foregoing Amendment to Memorandum of Lease as the Operations Manager of Wadsworth & Sons, LLC, a Utah limited liability company, the manager of Wadsworth 4th & 4th, LLC, a Utah limited liability company.



  
Notary Public

**AMENDED EXHIBIT A**

(Legal Description)

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 37, PLAT B, SALT LAKE CITY SURVEY ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET, WHICH LIES NORTH 89°57'51" EAST ALONG THE MONUMENT LINE IN 400 SOUTH STREET, 67.57 FEET AND NORTH 00°02'09" WEST 66.59 FEET FROM A MONUMENT LINE THENCE NORTH 00°01'51" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF 400 EAST STREET 173.25 FEET; THENCE NORTH 89°58'09" EAST 167.13 FEET; THENCE SOUTH 62.75 FEET; THENCE WEST 38.44 FEET; THENCE SOUTH 110.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 400 SOUTH STREET; THENCE SOUTH 89°58'07" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 128.60 FEET TO THE POINT OF BEGINNING.