

WHEN RECORDED MAIL TO:

McCoy & Orta, P.C.  
Attn: J. Michael McCoy  
100 N. Broadway, Suite 2600  
Oklahoma City, Oklahoma 73102

13589576  
3/8/2021 3:15:00 PM \$40.00  
Book - 11132 Pg - 2186-2196  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 11 P.

Loan No. 030312966  
MO File No. 401.1701

File No.: 141414-ETM

**MEMORANDUM OF ASSUMPTION AGREEMENT AND AMENDMENT  
TO FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF  
LEASES AND RENTS AND SECURITY AGREEMENT**

In Reference to Tax ID Number(s):

21-26-276-010 and 21-26-276-011

PREPARED BY AND )  
 WHEN RECORDED MAIL TO: )  
 )  
 McCoy & Orta, P.C. )  
 100 N. Broadway, Suite 2600 )  
 Oklahoma City, Oklahoma 73102 )  
 J. Michael McCoy )  
 Loan No. 030312966 )  
 MO File No. 401.1701 )

**MEMORANDUM OF ASSUMPTION AGREEMENT**  
**AND AMENDMENT TO FEE AND LEASEHOLD DEED OF TRUST,**  
**ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT**

ARBOR GARNER BINGHAM JUNCTION OFFICE 5, L.C., a Utah limited liability company (“**Borrower or Assignor**”), having its address at 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company (“**Guarantor**”), M H JONES FAMILY II, LLC, a Delaware limited liability company (“**Additional TIC Borrower**” or “**Buyer**”), having its address at 1168 Le Rosier Court, West Jordan, Utah 84088 and WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2017-COR2 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-COR2 (the “**Noteholder**”), whose Master Servicer is Midland Loan Services, a division of PNC Bank, National Association (“**Midland**”), having an address of 10851 Mastin, Suite 300, Overland Park, Kansas 66210, are parties to that certain CONSENT AND ASSUMPTION AGREEMENT dated of even date herewith (“**Assumption Agreement**”). The undersigned parties agree that all obligations under that certain Promissory Note (“**Note**”) dated June 2, 2017, in the original principal amount of FIFTY SEVEN MILLION AND NO/100 DOLLARS (\$57,000,000.00), secured by that certain FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT dated as of June 2, 2017 executed by Borrower in favor of JEFFERIES LOANCORE LLC, a Delaware limited liability company (“**Original Lender**”) and recorded on June 2, 2017, as Document Number 12548238, Book 10564, Page 2875-2895 in the Recorder's Office of the County Clerk of Salt Lake County, Utah (“**Recorder's Office**”) (as the same has heretofore been amended, modified, restated, supplemented, renewed or extended) (“**Deed of Trust**”) which the Deed of Trust was assigned to Noteholder, by assignment instrument(s) recorded March 21, 2018, as Document Number 12738096, Book 10657, Page 5484-5487 in the Recorder's Office, that certain Assignment of Leases and Rents executed by Borrower, which was recorded on June 2, 2017, as Document Number 12548252, Book 10564, Page 3007-3015 in the Recorder's Office (“**Assignment of Leases**”); the Assignment of Leases was assigned to Noteholder, by assignment instrument(s) recorded March 21, 2018, as Document Number 12738097, Book 10657, Page 5488-5491 in the Recorder's Office; and all other Loan Documents (as defined in the Assumption Agreement)

securing the real property described on EXHIBIT A, have been assumed by Additional TIC Borrower upon the terms and conditions set forth in the Assumption Agreement.

Borrower, Guarantor, Additional TIC Borrower and Noteholder agree that Subsection (j) of the Granting Clause of the Deed of Trust is amended as of the date hereof as follows:

“(j) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, tenant in common agreements, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the “*Intangibles*”);”

In all other respects, the Deed of Trust remains unmodified and in full force and effect.

The Assumption Agreement is by its reference incorporated herein and made a part hereof. This Memorandum of Assumption Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original and all of which taken together will be deemed to be one and the same instrument.

Dated: March 8<sup>th</sup>, 2021.

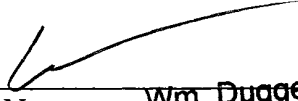
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date written above.

**NOTEHOLDER:**

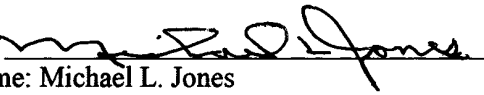
**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, AS TRUSTEE, FOR THE  
BENEFIT OF THE HOLDERS OF COMM  
2017-COR2 MORTGAGE TRUST  
COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2017-  
COR2**

By: Midland Loan Services, a division of PNC  
Bank, National Association, its Master  
Servicer

By:   
Name: Wm. Dugger Schwartz  
Title: Senior Vice President  
Servicing Officer

**ADDITIONAL TIC BORROWER:**


**M H JONES FAMILY II, LLC**, a Delaware limited liability company

By:   
Name: Michael L. Jones  
Title: Manager

**BORROWER:**

**ARBOR GARDNER BINGHAM JUNCTION  
OFFICE 5, L.C.**, a Utah limited liability company,  
by its Manager:

By: BINGHAM JUNCTION OFFICE 5  
MANAGER, INC., a Utah corporation

By:   
Name: Christa Gardner  
Title: manager

**GUARANTOR:**

**GARDNER PROPERTY HOLDINGS, L.C.**,  
a Utah limited liability company

By:   
Christian K. Gardner, Manager

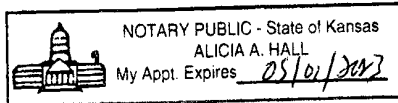
**ACKNOWLEDGMENT FOR NOTEHOLDER**

STATE OF KANSAS                   §  
  §  
COUNTY OF JOHNSON           §

This instrument was acknowledged before me on this 2 day of March, 2021, by Wm Dwyer Schwartz as Sr. vice president of Midland Loan Services, a division of PNC Bank, National Association, as Master Servicer of WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2017-COR2 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-COR2

[SEAL]  
Notary Public  
My Appointment Expires:  
05/01/2023

Alicia Hall  
Alicia Hall  
Printed Name of Notary Public











**EXHIBIT "A"**  
**Legal Description**

**PARCEL 1:**

Lots 1 and 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

**PARCEL 2:**

The leasehold estate created by the lease disclosed of record by that certain Memorandum of Lease executed by Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Subtenant) and Redevelopment Agency of Midvale City, a public agency (Sublandlord) dated April 20, 2016 and recorded April 26, 2016 as Entry No. 12266953 in Book 10424 at Page 8001, the modification and assignment of which is disclosed of record by that certain First Amendment to Memorandum of Sublease Lease by and between Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Existing Subtenant), Arbor Gardner Bingham Junction Office 5, L.C., a Utah limited liability company (New Subtenant), and Redevelopment Agency of Midvale City, a public agency (Sublandlord), dated JUNE 2, 2017 and recorded JUNE 2, 2017 as Entry No. ~~12540224~~ in Book ~~10564~~ at Page ~~282~~ the following described premises, to-wit:

Lot 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

**PARCEL 3:**

Reciprocal Access Easements as disclosed in that certain Declaration and Grant of Reciprocal Access Easements recorded September 22, 2014 as Entry No. 11916667 in Book 10261 at Page 6933.

ALSO: Reciprocal Easements as disclosed in the Declaration of Covenants, Restrictions and Easements dated October 2, 2012 and recorded October 4, 2012 as Entry No. 11485504 in Book 10063 at Page 2860, as amended October 18, 2012 as Entry No. 11494534 in Book 10067 at Page 5293, amended February 7, 2013 as Entry No. 11573196 in Book 10106 at Page 665, amended April 19, 2013 as Entry No. 11621668 in Book 10129 at Page 901, amended July 11, 2014 as Entry No. 11879615 in Book 10244 at Page 8362.

ALSO: The beneficial easement rights as disclosed in the Declaration for South Bingham Junction recorded November 20, 2007 as Entry No. 10281127 in Book 9539 at Page 7037.

ALSO: The beneficial easement rights as disclosed in the Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded April 26, 2016 as Entry No. 12266951 in Book 10424 at Page 7958 of official records, as amended by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated MAY 10, 2017 and recorded JUNE 2, 2017 as Entry No. ~~1254005~~ in Book ~~10564~~ at Page ~~1003~~