

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

Wells Fargo Bank, National Association  
1700 Lincoln Street, 12<sup>th</sup> Floor  
Denver, CO 80203  
Attention: Mark Hausman  
Loan No. 1021070

158207-A-ETF

45-801-0001

45-801-0002

**MEMORANDUM OF MODIFICATION AGREEMENT  
AMENDING DEED OF TRUST**

The undersigned Trustor/Borrower and Lender declare that they have entered into that certain Modification Agreement dated of even date herewith ("**Modification Agreement**"), wherein provision is made for (a) amendment of that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 13, 2022, and executed by LEWIS LANDING, L.C., a Utah limited liability company, as Trustor, to the trustee named therein, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, which was recorded on July 13, 2022, as Entry No. 80221:2022, in the Official Records of Utah County, Utah (as subsequently amended, the "**Deed of Trust**"), and/or (b) amendment of certain obligations secured by the Deed of Trust. This instrument is a memorandum of the modification agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety. The Deed of Trust encumbers certain real property described on Exhibit A, attached hereto and incorporated herein by this reference.

Without limiting the generality of the foregoing, the Deed of Trust is hereby amended, modified and supplemented as follows:

1. **OBLIGATIONS SECURED.** Section 2.1(a) of the Deed of Trust is hereby deleted in its entirety with the following substituted therefor:

"2.1 **OBLIGATIONS SECURED.** Trustor makes this Deed of Trust for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):

- (a) Payment to Lender of all sums at any time owing with interest thereon, according to the terms of that certain Amended and Restated Promissory Note Secured by Deed of Trust dated as of August 21, 2025 (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note**") in the principal amount of Twenty-Three Million Four Hundred Thousand and No/100 Dollars (\$23,400,000.00), executed by Trustor, as "Borrower" ("**Borrower**"), and payable to the order of Lender; and"

2. **NOT A NOVATION.** The parties each agree and acknowledge that 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 and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.
3. **RATIFICATION OF DEED OF TRUST.** As amended by this instrument, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior

representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Trustor and Lender, and their respective successors and assigns. No provision of this instrument may be changed, discharged, supplemented, terminated or waived except in a writing signed by Lender.

4. **MISCELLANEOUS.** Except for the amendments above stated, all of the conditions and covenants of the Deed of Trust shall remain in full force effect, unchanged, and the Deed of Trust is in all respects ratified, confirmed and approved. All of the terms and conditions of the Deed of Trust are incorporated herein by reference.
5. **COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be removed from separate counterparts to form a single document.
6. **CHOICE OF LAW.** This instrument shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.
7. **BINDING EFFECT.** The Deed of Trust as modified herein shall be binding upon and inure to the benefit of, Trustor and Lender and their respective successors and assigns.

*(Signature pages follow)*

Loan No. 1021070

**SIGNATURE PAGE OF LENDER:**

Dated as of: August 21, 2025

"LENDER"

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: Mark Hausman

Title: Executive Director

STATE OF Colorado )

COUNTY OF Denver )

ss.

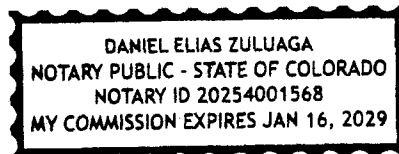
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2025, by Mark Hausman, an Executive Director of Wells Fargo Bank, National Association.

\_\_\_\_\_  
[Signature]

NOTARY PUBLIC

Residing at: Denver, Colorado

My commission expires: Jan 16, 2029





## EXHIBIT A - PROPERTY DESCRIPTION

Exhibit A to Memorandum of Modification Agreement Amending Deed of Trust dated as of August 21, 2025, between LEWIS LANDING, L.C., a Utah limited liability company, as "Trustor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender".

All that certain real property located in Utah County, State of Utah, described as follows:

All of Lots 1 and 2, LEWIS LANDING PLAT, recorded May 20, 2022, as Entry No. 617181:2022, in the Utah County Recorder's office.