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Salt Lake City, UT 84101

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December 23, 2019

VIA EMAIL

Janene Gull
Cottonwood Title Insurance Agency, Inc.
1996 East 6400 South, Suite 120
Salt Lake City, UT 84121
Email: janene@cottonwoodtitle.com

Re: Boyer Ogden Mall, L.C., a Utah limited liability company
("Borrower")
File Number: 120169-ETF
Original Title Policy: 21586-29 issued by First American Title Insurance Company (the
"Original Title Policy")
Loan No.: 103649

Dear Janene:

This firm represents Wells Fargo Bank, National Association ("**Wells Fargo**"), and this document shall constitute the instructions ("**Instructions**") of Wells Fargo with respect to the above-captioned transaction.

1. You have in your possession the original Memorandum of Tenth Modification Agreement Amending Deed of Trust between Borrower and Wells Fargo ("**Memorandum**").
2. You are authorized to record the Memorandum in the Official Records of Weber County, State of Utah, upon satisfaction of the following conditions precedent:
 - 2.1 You have collected or arranged to collect from Borrower all amounts necessary to pay your recording fees and premiums for the Endorsement (defined below) which you are required to issue pursuant to these Instructions.
 - 2.2 You are irrevocably committed to issue a CLTA 110.5 endorsement to the Original Title Policy, dated as of the date on which you record the Memorandum in the form of the pro forma endorsement attached hereto as **Exhibit A** (the "**Endorsement**").

Janene Gull
Cottonwood Title Insurance Agency, Inc.
December 23, 2019
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No matters not included in the Endorsement attached hereto as Exhibit "A", whether prior or subordinated to the lien of the deed of trust, are to be shown without the express authorization of Lender.

2.3 You have been notified by the undersigned or another attorney in this law firm that all other conditions prior to recordation have been satisfied.

2.4 You have returned to the undersigned a copy of these Instructions, signed on behalf of Cottonwood Title Insurance Agency, Inc. as policy issuing agent of First American Title Insurance Company, to indicate your agreement to proceed in strict accordance with these Instructions.

3. **Please e-mail or telephone the undersigned at lhardcastle@joneswaldo.com or (801) 534-7288 and the parties below upon recordation of the Memorandum.**

4. Upon recordation of the Memorandum in accordance with these Instructions, you are to deliver the following to the address set forth below for the above-captioned Loan:

4.1 The original and one (1) duplicate of the recorded Memorandum; and

4.2 The original and one (1) duplicate of the Endorsement.

Please deliver to:

McKayla Anderson Jones Waldo 170 South Main Street, Suite 1500 Salt Lake City, Utah 84101 manderson@joneswaldo.com
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5. Neither Wells Fargo nor this firm shall incur expenses in connection with the issuance of this letter of instruction or the fulfillment of the requirements contained herein. All expenses incurred by your company with respect to the above-captioned escrow transaction shall be the sole obligation of Borrower.

We anticipate being in a position to authorize recording not later than December 31, 2019. Please notify us by telephone upon your receipt and review of the above-referenced documents and this letter of instruction.

Janene Gull
Cottonwood Title Insurance Agency, Inc.
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Your recordation of the Memorandum shall be deemed your acceptance of these Instructions; however, we request that you sign and return a copy of this letter to the undersigned indicating your acceptance of these Instructions.

Very truly yours,

JONES, WALDO, HOLBROOK & McDONOUGH



Landon Hardcastle

cc: Lauri Parent (via e-mail)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE WITHIN ESCROW INSTRUCTIONS AND AGREES TO PROCEED IN STRICT ACCORDANCE THEREWITH.

COTTONWOOD TITLE INSURANCE AGENCY, INC.
AS POLICY ISSUING AGENT FOR
FIRST AMERICAN TITLE INSURANCE COMPANY

By: Janene Gull
Its: Commercial Title Officer
Dated: 12/24/2019

EXHIBIT "A"

ENDORSEMENT

(See pro forma endorsement attached)

Agent's Order No. 120169-ETF
Policy Jacket No. 145401
("Boyer Ogden Mall")

Fee: \$TBD

PRO FORMA (REV #1)
ENDORSEMENT FOR MODIFICATION OF MORTGAGE
Attached to Policy No. 21586-29
Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This endorsement shall pertain and apply only to the property described in Exhibit "A" attached hereto (for purposes of this endorsement, the "Subject Land")

The Company insures against loss or damage sustained or incurred by the Insured by reason of:

1. The failure of that certain agreement executed by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender") and BOYER OGDEN MALL, L.C., a Utah limited liability company ("Trustor/Borrower"), and OGDEN CITY REDEVELOPMENT AGENCY ("Non-Borrower Trustor"), disclosed by a Memorandum Of Tenth Modification Agreement Amending Deed Of Trust recorded _____, 2019 as Entry No. _____ in the office of the Weber County Recorder, to modify the Insured Mortgage or the obligation secured thereby;
2. The priority of any lien or encumbrance over the lien of the Insured Mortgage as modified by the above mentioned agreement, except for those matters shown in Schedule B and in any prior endorsements as prior to the Insured Mortgage, and the following matters:
 - a. The lien of all real and personal property taxes for the year 2020 and thereafter, not yet due or payable.
 - b. Any assessments and/or charges made by Weber County as a result of a review of the tax assessment by the Weber County Assessor and/or the Weber County Board of Equalization. (No charges are due or payable at Date of Endorsement.)
 - c. Said property lies within the boundaries of Ogden City, Weber Basin Water Conservancy District, Central Weber Sewer Improvement District, Weber County Mosquito Abatement District, and Central Business District Mall Development Project, and is subject to any and all charges and assessments thereof. (No charges are due or payable at Date of Endorsement.)
 - d. Said property lies within the boundaries of Ogden City Central Business Improvement District No. 1 as disclosed by various instruments of record, and is subject to any and all charges and assessments thereof, and any other matters pertaining thereto. (No charges are due or payable at Date of Endorsement.)
 - e. Said property lies within the boundaries of the Weber Area Dispatch 911 And Emergency Services District, as disclosed by that certain Resolution recorded January 24, 2006 as Entry No. 2156401, and is subject to any matters pertaining thereto, including any and all charges and assessments thereof. (No charges are due or payable at Date of Endorsement.)

(continued)

Agent's Order No. 120169-ETF
Policy Jacket No. 145401
("Boyer Ogden Mall")

Continuation of *[PRO FORMA (REV #1)]* CLTA Form 110.5-06 Endorsement dated *[PRO FORMA]*,
to FIRST AMERICAN TITLE INSURANCE COMPANY ALTA Loan Policy No. 21586-29

- f. A Memorandum Of Eighth Modification Agreement Amending Deed Of Trust, dated as of December 3, 2014, by and between BOYER OGDEN MALL, L.C., a Utah limited liability company ("Trustor/Borrower), and OGDEN CITY REDEVELOPMENT AGENCY ("Non-Borrower Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), and recorded December 30, 2014 as Entry No. 2716246 of the Official Records.
- g. The effect, if any, of that certain Certificate of Creation (and the attachments thereto) recorded January 20, 2015 as Entry No. 2718461 of the official records. Said instrument, among other things, gives notice of the creation of the "Northern Utah Environmental Resource Agency".

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of any of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: *[PRO FORMA]*

FIRST AMERICAN TITLE INSURANCE COMPANY

PRO FORMA

By: _____
Authorized Signatory

CLTA Form 110.5-06 Modification of Mortgage (9-10-10)
ALTA – Lender

(continued)

Issuing Agent: Cottonwood Title Insurance Agency, Inc.
Salt Lake City, Utah

[Not valid unless Exhibit "A" – Description Of Subject Land is attached hereto]

Agent's Order No. 120169-ETF
Policy Jacket No. 145401
("Boyer Ogden Mall")

NOTE: THIS IS A PRO FORMA ENDORSEMENT FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT IS NOT A COMMITMENT FOR TITLE INSURANCE OR AN ACTUAL ENDORSEMENT TO A POLICY OF TITLE INSURANCE AND, THEREFORE, AFFORDS NO INSURANCE COVERAGE. THIS PRO FORMA ENDORSEMENT SOLELY INDICATES THE FORM AND CONTENT OF THE ENDORSEMENT WHICH THE COMPANY MAY ISSUE IF ALL NECESSARY DOCUMENTS ARE FURNISHED, ALL ACTS ARE PERFORMED, AND ALL REQUIREMENTS ARE MET TO THE SATISFACTION OF THE COMPANY.

(continued)

Agent's Order No. 120169-ETF
Policy Jacket No. 145401
("Boyer Ogden Mall")

Attached to and forming a part of {*PRO FORMA (REV #1)*} CLTA Form 110.5-06
Endorsement dated [*PRO FORMA*] to FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA Loan Policy No. 21586-29

EXHIBIT "A" TO ENDORSEMENT

DESCRIPTION OF SUBJECT LAND

The land referred to in this Endorsement is situated in Weber County, State of Utah, and is described as follows:

PARCEL 1:

Lot 10A, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED), according to the official plat thereof, filed in Book 64 of Plats, at Page 78 of the Official Records of the Weber County Recorder.

AND

A part of Lot 11C, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED) LOT 11 2ND AMENDMENT, according to the official plat thereof, filed in Book 65 of Plats, at Page 56 of the Official Records of the Weber County Recorder, as modified by that certain Property Line Adjustment recorded August 27, 2008 as Entry No. 2361731 in the office of the Weber County Recorder, being described as follows:

A part of Block 32, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah, more particularly described as follows: Beginning at the intersection of the Easterly right of way line of Kiesel Avenue and the Southerly right of way line of 23rd Street, said point also being the Northwest corner of Lot 11C, Ogden City Entertainment Subdivision-Phase 2 (Amended) Lot 11 2nd Amendment; running thence South 88°42'50" East 187.28 feet along said Southerly right of way line of 23rd Street to the West right of way line of Washington Boulevard; thence South 1°18'08" West 194.30 feet along said West right of way line; thence North 88°40'03" West 83.34 feet; thence North 30°00'04" West 8.49 feet; thence North 88°41'52" West 99.53 feet to the Easterly right of way line of Kiesel Avenue; thence North 1°18'08" East 186.95 feet along said Easterly right of way line of Kiesel Avenue to the point of beginning.

(continued)

Agent's Order No. 120169-ETF
Policy Jacket No. 145401
("Boyer Ogden Mall")

Attached to and forming a part of {*PRO FORMA (REV #1)*} CLTA Form 110.5-06
Endorsement dated *PRO FORMA* to FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA Loan Policy No. 21586-29

ENDORSEMENT EXHIBIT "A" - CONTINUED

DESCRIPTION OF SUBJECT LAND

AND

Lots 11D and 11E, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2, 3RD AMENDMENT, according to the official plat thereof, filed in Book 69 of Plats, at Page 42 of the Official Records of the Weber County Recorder.

AND

RETAIL UNIT A-102, RETAIL UNIT B-102, RETAIL UNIT F-102, and the RETAIL PARKING UNIT, all contained within **THE JUNCTION CONDOMINIUMS**, a Utah condominium project as identified in the Condominium Plat recorded in the office of the Weber County Recorder, Weber County, Utah on October 21, 2008 as Entry No. 2371302, in Book 69 of Plats, at Pages 20 through 35, (as said Condominium Plat may have heretofore been amended or supplemented), and in the Declaration Of Condominium for The Junction Condominiums recorded in the office of the Weber County Recorder, Weber County, Utah on October 21, 2008 as Entry No. 2371303 (as said Declaration may have heretofore been amended or supplemented), together with the appurtenant interest in and to the common areas, limited common areas, and facilities more particularly described in said Record of Survey Map, Declaration and any amendments and/or supplements thereto.

PARCEL 2:

The non-exclusive rights for parking and for vehicular and pedestrian access, appurtenant to the interest of Boyer Ogden Mall, L.C., a Utah limited liability company, in PARCEL 1 above, pursuant to and created by that certain instrument entitled Parking License Agreement, the existence of which Parking License Agreement is disclosed by a Memorandum Of Parking License Agreement recorded March 1, 2007 as Entry No. 2245550 of the Official Records of the Weber County Recorder, in and to the following described property:

Lots 4 and 9, OGDEN CITY ENTERTAINMENT SUBDIVISION - PHASE 2 (AMENDED), according to the official plat thereof, filed in Book 64 of Plats, at Page 78 of the Official Records of the Weber County Recorder.

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