



\*W2333765\*

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

Wells Fargo Bank, National Association  
Real Estate Group (AU #07572)  
1512 Eureka Road, Suite 350  
Roseville, CA 95661

E# 2333765 PG 1 OF 12  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
09-APR-08 3:29 PM FEE \$38.00 DEP SC  
REC FOR: LANDMARK TITLE COMPANY  
ELECTRONICALLY RECORDED

Attn: Eileen Oquendo  
Loan No. 103649

**ADDITIONAL ADVANCE AND CONSOLIDATION AGREEMENT  
AND ADDENDUM TO DEED OF TRUST  
(Short Form)**

The undersigned agree that that certain promissory note ("Note") dated February 23, 2007, in the original principal amount of FOURTEEN MILLION THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$14,300,000.00) executed by BOYER OGDEN MALL, L.C., a Utah limited liability company, as "Borrower" secured by that certain Fee and Leasehold Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust") executed by BOYER OGDEN MALL, L.C., a Utah limited liability company and OGDEN CITY REDEVELOPMENT AGENCY, a body politic and political subdivision of the State of Utah as "Trustor", recorded March 1, 2007, as Instrument No. 2245552, Official Records in the Office of the County Recorder of Weber County, Utah, with respect to the real property described in Exhibit "A" attached hereto (the "Subject Property"), and other "Loan Documents", as defined in the Additional Advance and Consolidation Agreement between the undersigned of even date herewith, have been amended upon the terms and conditions set forth in said Additional Advance and Consolidation Agreement to provide, among other things, that the Deed of Trust and other Loan Documents which are security instruments shall also secure: (a) the payment to Lender of all indebtedness and other obligations evidenced by and arising under that certain promissory note (the "Additional Advance Note") of even date herewith, executed by Borrower to the order of Lender in the original principal amount of FIVE MILLION SEVEN HUNDRED THOUSAND AND NO/100THS DOLLARS (\$5,700,000.00) together with interest and other finance charges thereon and any and all amendments, modifications, extensions and renewals thereof (including, without limitation (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating said payment dates in whole or in part or (ii) modifications, amendments, extensions or renewals at a different rate of interest), whether or not any such modification, amendment, extension or renewal is evidenced by a new or additional promissory note or notes; and (b) the performance of all of Borrower's obligations under the Additional Advance and Consolidation Agreement as amended or modified from time to time in writing. Said Additional Advance and Consolidation Agreement is by this reference incorporated herein and made a part hereof. The "Aggregate Loan", as defined in the Additional Advance and Consolidation Agreement, which is secured by the Deed of Trust is TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) and is evidenced by the Note and the Additional Advance Note, which are collectively herein referred to as the "Notes". Capitalized terms used herein but not defined shall have the meanings given such terms in the Loan Documents.

Notwithstanding any term or provision contained herein, save and except Ogden City's right, title and interest now and hereafter held or acquired in and to the Subject Property which has been mortgaged, pledged, assigned, granted and liened to secure the debt evidenced by the Notes, Ogden City shall have no personal liability for the debt evidenced by the Notes or any of the representations, warranties or covenants contained herein or in any of the other Loan Documents. Without limiting the foregoing, Ogden City shall not be responsible (other than with respect to its interest in the Subject Property which has been mortgaged, pledged, assigned, granted and liened as provided herein) to make payments on the Aggregate Loan, procure insurance, pay taxes, or make any similar payments hereunder, all of which shall be Borrower's obligation hereunder (subject to the terms of the Loan Documents); provided, however, nothing contained in this document shall limit Ogden City's grants, pledges, assignments and liens made or provided hereby, the same shall secure the debt evidenced by the Notes and all obligations under the Loan Documents as provided herein, and Lender may foreclose upon, and realize on any and all such collateral, the Subject Property, and/or the interests of Ogden City in

LTC 44409

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Loan No. 103649

the Subject Property to secure, pay and satisfy the debt evidenced by the Notes and such obligations evidenced by the Loan Documents as provided in and by the Deed of Trust and this document.

Dated as of: April 1, 2008

"LENDER"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Benjamin E. Bliss  
Its: Assistant Vice President

"TRUSTOR/BORROWER"

BOYER OGDEN MALL, L.C.,  
a Utah limited liability company

By: The Boyer Company, L.C.,  
a Utah limited liability company  
Its Manager

By:  \_\_\_\_\_  
H. Roger Boyer, Manager

"NON-BORROWER TRUSTOR"

OGDEN CITY REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Name:  
Title:

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Loan No. 103649

the Subject Property to secure, pay and satisfy the debt evidenced by the Notes and such obligations evidenced by the Loan Documents as provided in and by the Deed of Trust and this document.

Dated as of: April 1, 2008

"LENDER"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: *Ben Bliss*  
Benjamin E. Bliss  
Its: Assistant Vice President

"TRUSTOR/BORROWER"

BOYER OGDEN MALL, L.C.,  
a Utah limited liability company

By: The Boyer Company, L.C.,  
a Utah limited liability company  
Its Manager

By: \_\_\_\_\_  
H. Roger Boyer, Manager

"NON-BORROWER TRUSTOR"

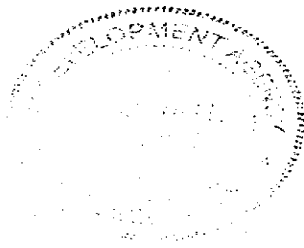
OGDEN CITY REDEVELOPMENT AGENCY

By: *Matthew R. Godfrey*  
Name: *MATTHEW R. GODFREY*  
Title: *EXECUTIVE DIRECTOR*

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

ATTEST:

*Lee Ann Peterson*  
City Recorder - *Acting*



**DESCRIPTION OF SUBJECT PROPERTY**

Exhibit A to Additional Advance and Consolidation Agreement and Addendum to Deed of Trust executed by Boyer Ogden Mall, L.C., a Utah limited liability company, and Ogden City Redevelopment Agency, as Trustor, and Wells Fargo Bank, National Association, as Beneficiary, dated as of April 1, 2008.

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

**PARCEL 1:**

Lots 10A and 10B, 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**

Lots 11A, 11B, and 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.

**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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**SHOWN FOR REFERENCE ONLY:**

- Tax Parcel No. 01-099-0001 ✓
- Tax Parcel No. 01-099-0005 ✓
- Tax Parcel No. 01-099-0006 ✓
- Tax Parcel No. 01-099-0007 ✓
- Tax Parcel No. 01-100-0001 ✓
- Tax Parcel No. 01-100-0002 ✓
- Tax Parcel No. 01-100-0003 ✓

**EXHIBIT A**  
 Loan No. 103649

### **NON-BORROWER TRUSTOR RIDER**

This Non-Borrower Trustor Rider is Exhibit A to that certain Short Form Additional Advance and Consolidation Agreement and Addendum to Deed of Trust dated April 1, 2008, by and between BOYER OGDEN MALL, L.C., a Utah limited liability company ("Borrower") and Wells Fargo Bank, National Association ("Beneficiary"). By signing below OGDEN CITY REDEVELOPMENT AGENCY, a body of politic and political subdivision of the State of Utah ("Non-Borrower Trustor") as the present owner of the real property ("Subject Property") which is subject to the lien of that certain Deed of Trust ("Deed of Trust") recorded on March 1, 2007, as Instrument No. 2245552, Official Records in the Office of the County Recorder of Weber County, Utah, hereby agrees, for valuable consideration, as follows:

1. **INCORPORATION OF TERMS INTO DEED OF TRUST.** The terms of this Non-Borrower Trustor Rider are hereby incorporated as an Addendum to the Deed of Trust. Capitalized terms used herein which are not otherwise defined herein, are intended to have the definition given to them in the Deed of Trust.
2. **CONDITIONS TO EXERCISE OF RIGHTS.** Non-Borrower Trustor hereby waives any right it may now or hereafter have to require Beneficiary, as a condition to the exercise of any remedy or other right against Non-Borrower Trustor hereunder or under any other document executed by Non-Borrower Trustor in connection with any Secured Obligation: (a) to proceed against any Borrower or other person, or against any other collateral assigned to Beneficiary by Non-Borrower Trustor or any Borrower or other person; (b) to pursue any other right or remedy in Beneficiary's power; (c) to give notice of the time, place or terms of any public or private sale of real or personal property collateral assigned to Beneficiary by any Borrower or other person (other than Non-Borrower Trustor), or otherwise to comply with the Utah Commercial Code (as modified or recodified from time to time) with respect to any such personal property collateral; or (d) to make or give (except as otherwise expressly provided in the Loan Documents) any presentment, demand, protest, notice of dishonor, notice of protest or other demand or notice of any kind in connection with any Secured Obligation or any collateral (other than the Subject Property) for any Secured Obligation.
3. **DEFENSES.** Non-Borrower Trustor hereby waives any defense it may now or hereafter have that relates to: (a) any disability or other defense of any Borrower or other person; (b) the cessation, from any cause other than full performance, of the obligations of Borrower or any other person; (c) the application of the proceeds of any Secured Obligation, by any Borrower or other person, for purposes other than the purposes represented to Non-Borrower Trustor by any Borrower or otherwise intended or understood by Non-Borrower Trustor or any Borrower; (d) any act or omission by Beneficiary which directly or indirectly results in or contributes to the release of any Borrower or other person or any collateral for any Secured Obligation; (e) the unenforceability or invalidity of any collateral assignment (other than the Deed of Trust and the amendments thereto) or guaranty with respect to any Secured Obligation, or the lack of perfection or continuing perfection or lack of priority of any lien (other than the lien) which secures any Secured Obligation; (f) any failure of Beneficiary to marshal assets in favor of Non-Borrower Trustor or any other person; (g) any modification of any Secured Obligation, including any renewal, extension, acceleration or increase in interest rate; (h) any and all rights and defenses arising out of an election of remedies by Beneficiary, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Non-Borrower Trustor's rights of subrogation and reimbursement against Borrower by the operation of applicable statutes; (i) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (j) any failure of Beneficiary to file or enforce a claim in any bankruptcy or other proceeding with respect to any person; (k) the election by Beneficiary, in any bankruptcy proceeding of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (l) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (m) any use of cash collateral under Section 363 of the United States Bankruptcy Code; or (n) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any person. Non-Borrower Trustor further waives any and all rights and defenses that Non-Borrower Trustor may have because Borrower's debt is secured by real property; this means, among other things, that: (1) Beneficiary may foreclose on any real property collateral pledged by Non-Borrower Trustor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if Beneficiary forecloses on any real property collateral pledged

**EXHIBIT A**  
Loan No. 103649

by Borrower or Non-Borrower Trustor, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Beneficiary may foreclose on any real property collateral pledged by Non-Borrower Trustor even if Beneficiary, by foreclosing on such real property collateral, will destroy any right Non-Borrower Trustor may have to collect from Borrower. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Trustor may have because Borrower's debt is secured by real property. These rights and defenses being waived by Non-Borrower Trustor include, but are not limited to, any rights or defenses based upon applicable statutes. Without limiting the generality of the foregoing or any other provision hereof, Non-Borrower Trustor further expressly waives to the extent permitted by law any and all rights and defenses, including without limitation any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Non-Borrower Trustor under Utah Code Ann. Sections 57-1-32 to 34, Utah Code Ann. Sections 78B-6-901 and 902 or Utah Code Ann. Sections 70A-9a-610, as from time to time amended, or otherwise.

4. **SUBROGATION.** Non-Borrower Trustor hereby waives, until such time as all Secured Obligations are fully performed: (a) any right of subrogation against any Borrower that relates to any Secured Obligation; (b) any right to enforce any remedy Non-Borrower Trustor may now or hereafter have against any Borrower that relates to any Secured Obligation; and (c) any right to participate in any collateral now or hereafter assigned to Beneficiary with respect to any Secured Obligation.
5. **BORROWER INFORMATION.** Non-Borrower Trustor warrants and agrees: (a) that Non-Borrower Trustor has not relied, and will not rely, on any representations or warranties by Beneficiary to Non-Borrower Trustor with respect to the credit worthiness of any Borrower or the prospects of repayment of any Secured Obligation from sources other than the Subject Property; (b) that Non-Borrower Trustor has established and/or will establish adequate means of obtaining from each Borrower on a continuing basis financial and other information pertaining to the business operations, if any, and financial condition of each Borrower; (c) that Non-Borrower Trustor assumes full responsibility for keeping informed with respect to each Borrower's business operations, if any, and financial condition; (d) that Beneficiary shall have no duty to disclose or report to Non-Borrower Trustor any information now or hereafter known to Beneficiary with respect to any Borrower, including, without limitation, any information relating to any of Borrower's business operations or financial condition; and (e) that Non-Borrower Trustor is familiar with the terms and conditions of the Loan Documents and consents to all provisions thereof.
6. **REINSTATEMENT OF LIEN.** Beneficiary's rights hereunder shall be reinstated and revived, and the enforceability of the Deed of Trust shall continue, with respect to any amount at any time paid on account of any Secured Obligation which Beneficiary is thereafter required to restore or return in connection with a bankruptcy, insolvency, reorganization or similar proceeding with respect to any Borrower.
7. **SUBORDINATION.** Until all of the Secured Obligations have been fully paid and performed: (a) Non-Borrower Trustor hereby agrees that all existing and future indebtedness and other obligations of each Borrower to Non-Borrower Trustor (collectively, the "Subordinated Debt") shall be and are hereby subordinated to all Secured Obligations which constitute obligations of the applicable Borrower, and the payment thereof is hereby deferred in right of payment to the prior payment and performance of all such Secured Obligations; (b) Non-Borrower Trustor shall not collect or receive any cash or non-cash payments on any Subordinated Debt or transfer all or any portion of the Subordinated Debt; and (c) in the event that, notwithstanding the foregoing, any payment by, or distribution of assets of, any Borrower with respect to any Subordinated Debt is received by Non-Borrower Trustor, such payment or distribution shall be held in trust and immediately paid over to Beneficiary, is hereby assigned to Beneficiary as security for the Secured Obligations, and shall be held by Beneficiary in an interest bearing account until all Secured Obligations have been fully paid and performed.
8. **HAZARDOUS MATERIALS.**
  - 8.1 **Special Representations and Warranties.** Without in any way limiting the other representations and warranties set forth in the Deed of Trust as heretofore amended, and after reasonable investigation and inquiry, Non-Borrower Trustor hereby specifically represents and warrants to the best of Non-Borrower Trustor's knowledge as of the date hereof as follows:

**EXHIBIT A**  
Loan No. 103649

- (a) **Hazardous Materials.** The Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants" under the Hazardous Materials Laws, as described below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials").
- (b) **Hazardous Materials Laws.** The Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials ("Hazardous Materials Laws"), including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.
- (c) **Hazardous Materials Claims.** There are no claims or actions ("Hazardous Materials Claims") pending or threatened against Non-Borrower Trustor or the Subject Property by any governmental entity or agency or by any other person or entity relating to Hazardous Materials or pursuant to the Hazardous Materials Laws.

**8.2 Hazardous Materials Covenants.** Non-Borrower Trustor agrees as follows:

- (a) **No Hazardous Activities.** Non-Borrower Trustor shall not cause or permit the Subject Property to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials.
- (b) **Compliance.** Non-Borrower Trustor shall comply and cause the Subject Property and Collateral to comply with all Hazardous Materials Laws.
- (c) **Notices.** Non-Borrower Trustor shall immediately notify Beneficiary in writing of: (i) the discovery of any Hazardous Materials on, under or about the Subject Property and Collateral; (ii) any knowledge by Non-Borrower Trustor that the Subject Property and Collateral does not comply with any Hazardous Materials Laws; and (iii) any Hazardous Materials Claims.
- (d) **Remedial Action.** In response to the presence of any Hazardous Materials on, under or about the Subject Property, Non-Borrower Trustor shall immediately take, at Non-Borrower Trustor's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise in respect to any Hazardous Materials Claims.

**8.3 Inspection By Beneficiary.** Upon reasonable prior notice to Non-Borrower Trustor, Beneficiary, its employees and agents, may from time to time (whether before or after the commencement of a nonjudicial or judicial foreclosure proceeding) enter and inspect the Subject Property and Collateral for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Materials into, onto, beneath or from the Subject Property and Collateral.

**8.4 HAZARDOUS MATERIALS INDEMNITY. NON-BORROWER TRUSTOR HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BENEFICIARY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES,**

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**LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) WHICH BENEFICIARY MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF THE USE, GENERATION, MANUFACTURE, STORAGE, DISPOSAL, THREATENED DISPOSAL, TRANSPORTATION OR PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE SUBJECT PROPERTY AND COLLATERAL. NON-BORROWER TRUSTOR SHALL IMMEDIATELY PAY TO BENEFICIARY UPON DEMAND ANY AMOUNTS OWING UNDER THIS INDEMNITY, TOGETHER WITH INTEREST FROM THE DATE THE INDEBTEDNESS ARISES UNTIL PAID AT THE RATE OF INTEREST APPLICABLE TO THE PRINCIPAL BALANCE OF THE NOTE. NON-BORROWER TRUSTOR'S DUTY AND OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS BENEFICIARY SHALL SURVIVE THE CANCELLATION OF THE NOTE AND THE RELEASE, RECONVEYANCE OR PARTIAL RECONVEYANCE OF THE DEED OF TRUST.**

- 8.5 **Legal Effect of Section.** Non-Borrower Trustor and Beneficiary agree that each provision in this Article (together with any indemnity applicable to a breach of any such provision) with respect to the environmental condition of the real property security shall survive: (a) any judicial or non-judicial foreclosure under the Deed of Trust, or transfer of the Subject Property in lieu thereof, (b) the release and reconveyance or cancellation of the Deed of Trust; and (c) the satisfaction of all of Non-Borrower Trustor's obligation under the Loan Documents.
9. **LAWFULNESS AND REASONABLENESS.** Non-Borrower Trustor warrants that all of the waivers in the Deed of Trust are made with full knowledge of their significance, and of the fact that events giving rise to any defense or other benefit waived by Non-Borrower Trustor may destroy or impair rights which Non-Borrower Trustor would otherwise have against Beneficiary, Borrower and other persons, or against collateral. Non-Borrower Trustor agrees that all such waivers are reasonable under the circumstances and further agrees that, if any such waiver is determined (by a court of competent jurisdiction) to be contrary to any law or public policy, the other waivers herein shall nonetheless remain in full force and effect.
10. **ENFORCEABILITY.** Non-Borrower Trustor hereby acknowledges that: (a) the obligations undertaken by Non-Borrower Trustor in this Amendment to the Deed of Trust are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of Beneficiary's consideration for entering into this transaction, Beneficiary has specifically bargained for the waiver and relinquishment by Non-Borrower Trustor of all such defenses, and (d) Non-Borrower Trustor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Non-Borrower Trustor does hereby represent and confirm to Beneficiary that Non-Borrower Trustor is fully informed regarding, and that Non-Borrower Trustor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Non-Borrower Trustor, and (iv) the legal consequences to Non-Borrower Trustor of waiving such defenses. Non-Borrower Trustor acknowledges that Non-Borrower Trustor makes this Amendment to the Deed of Trust with the intent that this Amendment to the Deed of Trust and all of the informed waivers herein shall each and all be fully enforceable by Beneficiary, and that Beneficiary is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.
11. **DISCLOSURE OF INFORMATION; PARTICIPATIONS.** Non-Borrower Trustor understands and agrees that Beneficiary may elect, at any time, to sell, assign, or participate all or any part of Beneficiary's interest in the Loan, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities, at Beneficiary's sole discretion. Non-Borrower Trustor further agrees that Beneficiary may disseminate to any such potential purchaser(s), assignee(s) or participant(s) all documents and information (including, without limitation, all financial information) which has been or is hereafter provided to or known to Beneficiary with respect to: (a) the Subject Property and Collateral and its operation; (b) any party connected with the Loan (including, without limitation, the Non-Borrower Trustor, the Borrower, any partner of Borrower and any guarantor); and/or (c) any lending relationship other than the Loan which Beneficiary may have with any party connected with the Loan.



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12. **INTEGRATION; INTERPRETATION.** The Deed of Trust and the other Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Deed of Trust and the other Loan Documents shall not be modified except by written instrument executed by all parties. Any reference in any of the Loan Documents to the Property or Improvements shall include all or any part of the Property or Improvements. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Beneficiary in writing.

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2008, by Matthew R. Sedberry,  
Executive Director of Ogden City Redevelopment Agency.

Tracy Hansen  
NOTARY PUBLIC  
Residing at: Wells Co.

My commission expires: 2.02.10



STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2008, by H. Roger Boyer, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Boyer Ogden Mall, L.C., a Utah limited liability company.

NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2008, by \_\_\_\_\_  
\_\_\_\_\_ of Ogden City Redevelopment Agency.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

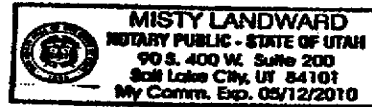
My commission expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 3 day of April, 2008, by H. Roger Boyer, Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Boyer Ogden Mall, L.C., a Utah limited liability company.

Misty Landward  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake

My commission expires:  
May 12, 2010



STATE OF UTAH )  
 )  
 ) SS.  
 )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2008, by Benjamin E. Bliss, Assistant Vice President of Wells Fargo Bank, National Association.

*Tina Kennington*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

